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February 20, 2006

Lot Owners in Martin's Crossing West

Re: Amended and Restated Declaration and Bylaws for Martin's Crossing West

Dear Homeowner:

The Board of Directors of Martin's Crossing West Property Owners Association, Inc. ("Association"), asked that I write to briefly discuss the enclosed Amended and Restated Martin's Crossing West Declaration of Protective Covenants and Association Bylaws, which the Board has proposed for approval by the Martin's Crossing West owners. The Board has worked diligently for some time in reviewing the Association's existing legal documents and preparing new restated legal documents, which the Board believes will be much more valuable for everyone at Martin's Crossing West.

As you may know, the Martin's Crossing West legal documents were drafted by the community's developer in 2000 and have not been updated since that time despite the changes in Georgia law. In addition to updating the documents to conform to these laws, the Board believes that many provisions in the current legal documents should be clarified to make them more user friendly. Some of the specific reasons for proposing these amended and restated documents include:

- Clarifying the submittal to a Georgia law designed for homeowner associations, the Georgia Property Owners' Association Act (the "POA"). The POA, described more below, is a law which gives homeowner associations stronger powers to collect assessments from delinquent homeowners. Martin's Crossing West is currently submitted to the POA, but the documents do not adequately define the POA in a user friendly manner.
- Making the documents clearer and easier to understand, such as provisions in the documents defining insurance obligations and procedures for dealing with disputes in the community.
- Changing provisions which no longer comply with state or federal laws.
- Taking advantage of new provisions in the law that have been adopted in recent years to make it easier to manage the Association, such as changes that allow use of common new technologies, such as email and websites.
- Limiting the leasing of homes in the community. Many communities are plagued by problems that result when there are too many leased homes and tenants in the community, and the Board wants to put in place procedures to try to minimize these issues in the future.

I have highlighted below some of the significant changes in the Declaration and Bylaws. However, the Board encourages you to read the documents carefully and discuss any questions you may have with the Board.

DECLARATION

1. Name and Definitions – Paragraphs 1 and 2. These Paragraphs clarify the Developer's' submittal of the community to the POA. The POA gives homeowner associations strong powers to collect assessments from delinquent homeowners and to enforce covenants. These include a statutory automatic lien against the lot of delinquent owners and a statutory right to recover attorneys' fees from delinquent owners if the Association is forced to pursue legal action to collect unpaid assessments.

2. Membership and Voting Rights – Paragraph 4. This Paragraph clarifies that every owner automatically becomes a member of the Association, with voting rights which are defined in the Association's Bylaws.

3. **Assessments - Paragraph 6.** These provisions clarify procedures for establishing or adopting budgets, annual assessments and reserve contributions. Additionally, this provision recognizes that owners who do not pay their assessments unfairly force all other owners to subsidize their living expenses. Therefore, this Paragraph clarifies, simplifies and adds collection procedures to take advantage of all powers granted under the POA. Also, this establishes a requirement that buyers pay a two month capital contribution fee when they buy lots, which the Board believes will help minimize future increases in monthly assessments.

4. **Maintenance - Paragraph 7.** This provision outlines the maintenance responsibilities of the Association and individual homeowners, consistent with the goals and practices of the community.

5. **Procedures for Exterior Modifications and Improvements - Paragraph 8.** This paragraph establishes clearer procedures for homeowners to obtain Board or Architectural Control Committee approval for making improvements or changes to the exterior of their homes. The provision also gives greater definition of the role and responsibilities of the Board. The Board believes this provision provides valuable guidance to homeowners who want to improve their properties.

6. **Use Restrictions - Paragraph 9.** This sets forth use restrictions that attempt to minimize disturbances from neighbors in the community, but also attempts to recognize individual rights. For example, in compliance with current federal law, a two person per bedroom occupancy limit is being established, to minimize parking and similar problems caused by too many people living in a unit. Likewise, the current document provision governing satellite dishes does not conform to federal law. The new documents clarify regulations for satellite dishes, to comply with current federal law. This Paragraph also:

- * Provides greater flexibility for owners to operate reasonable and non-obtrusive home businesses;
- * Clarifies regulations regarding vehicles which can be parked in the community;
- * Clarifies regulations regarding pets in the community; and
- * Establishes other basic regulations to try to maintain the attractive appearance of the community and minimize disturbances in the community.

7. **Leasing - Paragraph 10.** To address the issues that arise with renters living in the community, the Board is proposing a restriction that restricts leasing within the community. Exceptions to this would be: (1) lots, on the date the restated documents are approved and recorded, that are leased in accordance with the current Declaration, if the owner provides a copy of such lease to the Board within 30 days of the recording date ("Grandfathered Owner"), or (2) any owners who are granted approval to lease in undue hardship situations. This provision identifies situations that are automatically deemed a hardship, such as a temporary job transfer or a need to move out of Atlanta and not being able to sell a unit after six months on the market. The goal of this provision is to recognize that having significant numbers of tenants in the community is harmful to the community.

8. **Insurance and Repair After Casualty Damage - Paragraphs 12 and 13.** These provisions clarify and outline insurance requirements for the Association and for owners, similar to the current Declaration. The provisions clarify that owners are responsible for insuring the lots and rebuilding or repairing their lots after casualties such as fires. We have attempted to simplify this provision to make it easier to understand the rights and obligations of the Association and the owners when insurance issues arise or when fires or other casualty damages occur.

9. **Mortgage Holder Rights - Paragraph 16.** This paragraph establishes basic mortgage holder rights to comply with Fannie Mae financing guidelines.

10. **Enforcement Procedures - Paragraph 17.** To provide greater guidance to the Board and the owners, more detailed due-process procedures have been included to clarify the Association's enforcement powers, including fining procedures, self-help procedures, and voting and use privilege suspension procedures. The current documents provide less definition about procedures that must be followed when the Board exercises these enforcement powers.

11. **Amendment Procedures - Paragraph 18.** This provision clarifies procedures for making amendments to the Declaration, in conformity with the POA.

12. General Provisions – Paragraph 19. This paragraph includes several important general provisions. It includes an acknowledgement that, while the Association may take measures to improve safety in the community, the Association is not a security company. Each owner should maintain their individual security and contact the police if incidents occur in the community. This paragraph also provides a procedure for homeowners to discuss complaints directly with the Board of Directors, to help resolve community disputes.

BYLAWS

Numerous changes have been made to the Bylaws to facilitate operation of the Association and to clear up inconsistencies with the POA and the Nonprofit Corporation Code, such as provisions clarifying that delinquent owners cannot vote or act as a proxy for another member.

Paragraph 2, for example, attempts to simplify meeting and voting procedures to promote and facilitate homeowner participation and actions. This addresses Association meetings, the quorum necessary for meetings (20% of the eligible vote), notice requirements for meetings (7 days for special meetings, 21 days for annual meetings), and voting procedures (including proxy voting with a meeting, action by written consent or ballot voting without a formal meeting, and the use of e-mail for notices and for membership or Board actions).

The Board believes that these updated documents will greatly benefit the Association, and the Board recommends and asks for your support in adopting the Amended and Restated Declaration and Bylaws. Enclosed is a Consent Form which may be used for indicating your approval or disapproval of the documents. The Board hopes to have the Consent Forms returned from owners by March 30, 2006 (the date of the meeting). Consent Forms will also be collected at the meeting and until such time as the Board obtains the consent of $\frac{3}{4}$ of the lot owners.

If you have any questions about the documents, please contact any member of the Board.

Sincerely,



Ashley Miller Lanier

cc: Board of Directors
AML: 10019 (483468v1)