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After Recording, Return To:

Charles T. Nunnally III, Esq.  
Chamberlain, Hrdlicka, White, Williams & Aughtry  
191 Peachtree Street NE  
Suite 4600  
Atlanta, Georgia 30303

Cross Reference:

Master Declaration of Covenants,  
Conditions, and Restrictions for The Quarter,  
recorded at Deed Book 56248, Page 35, as amended  
at Deed Book 57670, Page 393,  
Fulton County, Georgia land records

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**SECOND AMENDMENT AND SUPPLEMENTAL DECLARATION TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE QUARTER**

THIS SECOND AMENDMENT (this "Amendment") is made and entered into this 14th day of September, 2021, by and between **TQ-UWS APARTMENT HOMES II, LLC**, a Georgia limited liability company, as Declarant and also as the Owner of Parcel 3 (the "Declarant" or "TQII," as the context may permit or require), **PULTE HOME COMPANY LLC**, a Michigan limited liability company, as the Owner of Parcel 1 and Parcel 2 (being Lots 1 and 3 on the Plat) ("PULTE"), and **TQ - UWS APARTMENT HOMES, LLC**, a Georgia limited liability company, as the Owner of Parcel 4 ("TQI").

RECITALS:

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for The Quarter (as it may be amended, the "Declaration"), was originally entered into by REDUS Atlanta Housing, LLC, a Delaware limited liability company, as the Declarant, on June 10, 2016 and recorded in Deed Book 56248, Page 35 et seq. ("REDUS"), of the Fulton County, Georgia land records (the "Public Records") and was further amended by that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions, dated June 30, 2017 which was recorded on July 5, 2017 at Deed Book 57670, Page 393 of the Public Records;

WHEREAS, REDUS conveyed (i) Parcels 1 and 2 (being Lots 1 and 3 on the Plat) to PULTE pursuant to that certain Limited Warranty Deed dated and filed June 10, 2016 and recorded in Deed Book 56248, Page 139, at the Public Records; (ii) Parcel 4 to TQI pursuant to

that certain Limited Warranty Deed dated June 30, 2017, and filed and recorded July 5, 2017 in Deed Book 57670, Page 450 of the Public Records; (iii) Parcel 3 to The Quarter Town Center, LLC, a Georgia limited liability company ("TQTC") pursuant to that certain Limited Warranty Deed, dated February 28, 2018 and filed and recorded March 1, 2018 in Deed Book 58497, Page 397 of the Public Records and (iv) all of its rights as "Declarant" under the Declaration to TQTC pursuant to that certain Assignment and Assumption of Declarant Rights made and entered into February 28, 2018 by REDUS, original Declarant, as Assignor and TQTC, successor Declarant, as Assignee, which Assignment was filed and recorded March 1, 2018 in Deed Book 58497, Page 389 of the Public Records;

WHEREAS, TQTC conveyed (i) Parcel 3 to TQII pursuant to that certain Limited Warranty Deed, dated August 29, 2019, and filed and recorded on August 30, 2019 in Deed Book 60468, Page 258 of the Public Records and (ii) all of its rights as "Declarant" under the Declaration to TQII pursuant to that certain Assignment and Assumption of Declarant Rights made and entered into by TQTC, Declarant as Assignor and TQII, as successor Declarant, as Assignee which Assignment was filed and recorded August 30, 2019 in Deed Book 60468, Page 263 of the Public Records;

WHEREAS, Article XVII, Section 17.2 of the Declaration provides that the Declaration may be amended during the Declarant Control Period by Members representing 67% of the total number of votes in the Association and the written consent of Declarant;

WHEREAS, this Amendment is executed by the Owners and Members representing 100% of the total number of votes in the Association;

WHEREAS, Declarant has consented to this Amendment as evidenced by the signature attached hereto and by this reference incorporated herein;

WHEREAS, pursuant to Section 9.1 of the Declaration, Declarant desires to annex into Parcel 3 that certain 0.932 acre tract of land owned by Declarant and being more particularly described on a separate parcel on Exhibit "B" attached hereto (the "Parcel 3 Expansion Tract"), make it a part of the Property and submit it to the provisions of the Declaration.

NOW THEREFORE, the Declarant and the Owners and Members hereby amend the Declaration as follows:

1. **Annexation of Additional Property.** Pursuant to Section 9.1 of the Declaration, Declarant annexes, submits and subjects the Parcel 3 Expansion Tract to the provisions of the Declaration.
2. **Exhibit "A".** Exhibit "A" to the Declaration is amended by deleting the description of Parcel 3 and inserting in lieu thereof the revised and expanded description of Parcel 3 attached hereto as Exhibit "A".
3. **Definition of Area of Common Responsibility.** The defined term "Area of Common Responsibility" is amended to add the following sentence to the end of said definition:

“Without limiting the generality of the foregoing, for clarity, it is agreed that the current Area of Common Responsibility includes the master detention pond located on Parcel 4, the pavement and curb and gutter to Bolton Place and to the private portions of Bolton Drive, and the sanitary sewer trunk lines running through Parcels 3 and 4 until such time as they may be dedicated to the applicable governmental authority.”

The Declaration shall be further amended in the event the Area of Common Responsibility is to be further revised.

4. **Definition of Commercial Parcel.** The definition of “Commercial Parcel” is hereby deleted and the following is inserted in lieu thereof:

“**Commercial Parcel**”: The Parcel intended for a combination of multi-family residential apartments (and customary amenities and ancillary uses servicing same), office and retail uses, and “for sale” attached single and multi-family uses commercial and/or “for rent” multifamily land uses as identified on Exhibit “C”. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend this Declaration for the purpose of further clarifying the definition of “Commercial Parcel.” Parcel 3 is hereby designated as the “Commercial Parcel”.

5. **Definition of Development Wide Standard.** The defined term “Development Wide Standard” is amended to add the following sentences to the end of said definition: At a minimum, the Development Wide Standard shall mean a standard of conduct, maintenance, repair and other activity consistent with other newly constructed or renovated “Class A” for-sale townhome, “for rent” multi-family, office, commercial and retail properties located within the area of City of Atlanta, Georgia and commonly referred to as the “Upper West Side” neighborhood.

6. **Definition of Owner Maintained Area of Common Responsibility.** Article II of the Declaration is amended by inserting the following defined term:

“Owner Maintained Area of Common Responsibility” shall mean those portions of each Parcel including, without limitation, all landscaping, hardscape, signage, sidewalks, irrigation, lighting, benches and other street frontage fixtures, and trash receptacles located thereon which are not included within the definition of Area of Common Responsibility but are within or in the general proximity of each such Parcel’s frontage along the private portions of Bolton Drive and Bolton Place, and the public portions of Bolton Drive and Marietta Boulevard, and all storm water facilities, including the main trunk lines serving one or more Parcels installed within and running under Bolton Drive to the master detention pond.

7. **Section 3.4(d).** The text of Section 3.4(d) of the Declaration is deleted in its entirety and the following is inserted in lieu thereof: [Intentionally Omitted].

8. **ARTICLE IV.** Article IV is amended by adding the following Section 4.9:

4.9 **Pulte Architectural Approval.** Notwithstanding the foregoing, Pulte’s architectural plans are approved for all units to be built on lots on Parcels 1

and 2, provided the architectural style, theme, quality and elevations for the remaining units to be built on the lots on such Parcels are substantially the same in materials used in the exterior elevations as the currently approved plans for the lots on those Parcels. Any material changes to the materials to be used on exterior elevations will be submitted to the Architectural Review Committee for approval. If Pulte sells lots or land within the Parcels prior to building homes thereon, the new owner must submit its plans to the Association for approval by the Architectural Review Committee or to such successor entity or arrangement.

9. **Section 5.1.** Section 5.1 is amended by deleting the third grammatical paragraph and inserting in lieu thereof the following:

“Each Owner shall have the obligation to maintain and keep in good repair all portions of such Owner’s Parcel except any portion of a Parcel that is expressly made the maintenance obligation of the Association as set forth in this Master Declaration or the responsibility of a Unit Owner as set forth in the applicable Parcel Declaration. The obligation of each Owner relative to their Parcel, including without limitation all Owner Maintained Areas of Common Responsibility, shall be to ensure that the appearance of the Parcel is consistent with the Development Wide Standard”. This shall include an obligation on the part of an Owner to promptly pick up trash and debris, empty all trash receptacles, keep grassed areas cut and free of weeds, keep all landscaped areas and beds mulched and free of weeds, remove fallen leaves, ensure that overhead lights are properly functioning, remove graffiti and peeling paint and generally maintain the Parcel in a ‘Class A’ condition. In addition, the Owner shall maintain all Owner Maintained Areas of Common Responsibility located within an Owner’s Parcel, including, without limitation, landscaping, hardscape, lighting and irrigation therein. In addition, all street lighting located within a Parcel pursuant to a lease agreement with Georgia Power that is part of the Areas of Common Responsibility shall be maintained by the Owner of the Parcel at its sole expense and the same shall hereafter be Owner Maintained Areas of Common Responsibility. The Association shall fully cooperate with each Owner in having the lease for such streetlights transferred to the Owners. Any other utilities paid for by the Association, such as water, that serves Areas of Common Responsibility located within a Parcel, shall similarly be transferred to the Owner of the Parcel and the utility costs going forward shall be solely paid and maintained by the Owner of the Parcel on which the utility is located as Owner Maintained Areas of Common Responsibility.

10. **ARTICLE XI.** Article XI is amended by adding the following Section 11.8:

11.8 **Dedication of Private Sanitary Sewer Facilities.** The Declarant shall and shall cause the Association to use commercially reasonable efforts to timely dedicate and cause the City of Atlanta to accept the sanitary sewer trunk line serving the southerly portion of the Parcels 1 and 2 and Parcels 3 and 4 (the

"South Sanitary Sewer Line"), and upon such dedication and acceptance, the easement for the use and maintenance of the sanitary sewer lines, which the parties acknowledge is provided by the Declaration for the benefit of Parcels 1 and 2, shall automatically terminate.

11. **ARTICLE XVI.** Article XVI is amended by adding the following Section 16.4:

16.4 **Traffic Signal Work.** With regard to the Traffic Signal Work (as that term is hereinafter defined) the Association, Pulte, for itself, as an owner of Parcel 1 and Parcel 2 and as the declarant under any Association Declaration, and for and on behalf of any applicable Association Entity formed under any Association Declaration, the Declarant as the Owner of Parcels 3 and the Owner of Parcel 4 agree as follows:

(a) Traffic Signal Work. The Traffic Signal Work shall comprise: (i) the relocation of Bolton Place to meet the traffic signal approval conditions required by the City of Atlanta so as to align Bolton Place with the Iron Works driveway across Marietta Boulevard and the permitting and installation of a traffic signal (the "Traffic Signal") at the intersection of Bolton Place and Marietta Boulevard (collectively, the "Traffic Signal Work"); and (ii) a Special Assessment against the Parcels to finance and fund the cost of the Traffic Signal Work.

(b) Contribution of Parcels 1 and 2 to the Traffic Signal Work. Notwithstanding any other provision to the contrary, the Special Assessment against Parcels 1 and 2 to cover those Parcels' financial obligation toward the Traffic Signal Work shall be limited to 33% of the actual total capital cost incurred by the Association but in an amount not to exceed \$250,00.00, which amount, plus those Parcels' allocable share of one-third (1/3) of any financing costs, shall be payable monthly over a period of not less than ten (10) years based on the following formula: at such time that commencement of physical implementation of the Traffic Signal Work has commenced and Declarant has provided written notice to Pulte thereof, the Special Assessment against Parcels 1 and 2 shall commence on the first full month following Pulte's receipt of such notice, and shall be the sum of fifteen dollars (\$15) per month multiplied by the number of then sold and closed townhome units located in Parcel 1 and Parcel 2, respectively (with the payment being a Parcel 1 and Parcel 2 Cost), which funds shall be applied toward such Parcels' allocable portion of the Traffic Signal Work until the Traffic Signal debt is fully retired. The Owner of Parcels 1 and 2 shall notify the Association upon request of the number of sold and closed townhome units located in such Parcels. Parcels 3 and 4 shall be responsible for paying the Association the remaining sixty-seven percent (67%) of the actual total capital cost incurred, plus those Parcels' allocable share of two-thirds (2/3) of any financing costs. If insufficient funds are available to complete the Traffic Signal Work due to the other Parcels paying over a period of years, the Association shall have the right to borrow money to complete the Traffic Signal Work.

(c) Condition Precedent to Contribution Obligation of Parcels 1 and 2. Neither Pulte, as an owner of Parcel 1 and Parcel 2 or as the declarant under any Association Declaration will have any obligation to fund any hard or soft construction costs related to the Traffic Signal Work, relocating Bolton Place and for constructing the related improvements on Marietta Boulevard if the Traffic Signal is not installed, with installation of the Traffic Signal constituting a condition precedent to such funding obligation. The obligation of the owners of Parcels 1 and 2 to contribute toward funding of the Traffic Signal Work will expire on August 19, 2024 in the event the Traffic Signal Work has not yet commenced. Payments received by the Association from the owners of Parcels 1 and 2 or any Association Entity related to the Special Assessment for the Traffic Signal Work shall be deposited into a reserve bank account controlled by the Declarant. Payments to and disbursements from the reserve account for construction costs incurred to relocate Bolton Place and for constructing the improvements on Marietta Boulevard will begin once the Traffic Signal construction plans are approved by The City of Atlanta (City), a construction permit for the Traffic Signal is issued by the City, and the Traffic Signal Work on Marietta Boulevard has commenced. If the installation of the Traffic Signal has not commenced by August 19, 2024, the funds in the reserve account referenced in the previous sentence will be disbursed to the applicable Association Entity. If there is more than one Association Entity in place, the funds will be disbursed to each such association based upon the number of sold and closed town home units under each such association.

(d) Contributions from Property Owners Fronting The Public Portions of Bolton Drive. The Association and Declarant intend to pursue contribution from the property owners fronting on the public portions of Bolton Drive toward the capital and financing cost of the Traffic Signal Work and an annual assessment for maintenance and repair of the private portions of Bolton Drive and Bolton Place and reserves for future replacements in consideration for a vehicular ingress and egress easement over and across the private portions of Bolton Drive and Bolton Place to provide access to and from their respective properties to Marietta Boulevard.

12. **Exhibit C.** Exhibit C is hereby amended by deleting the Exhibit C attached to the Declaration and inserting in lieu thereof the Interests and Membership Votes of each Parcel attached to this Amendment as Exhibit C.

13. **Intentionally Omitted.**

14. **Estoppel Provisions.** The parties, in their individual capacity as Parcel Owners and as Members of the Association, hereby certify and warrant to each other as follows:

(a) All fees, assessments, fines, charges, reimbursements or other payments (collectively, "**Payments**") due from any current or former Owner or Occupant have been paid as

of the date of this Amendment, and there are no amounts due or owing to either party or any other Owner or Occupant of the Property subject to the Declaration.

(b) As of the date of this Amendment, there are no defaults by the Owners under the Declaration, as modified by this Amendment, and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default by an Owner under the terms of the Declaration.

(c) To the knowledge of both parties, the Property complies with all terms, requirements and restrictions set forth in the Declaration including, without limitation, all terms, requirements and restrictions of the Declaration relating to the construction, development and maintenance of improvements.

(d) These representations and warranties shall be binding upon the parties and its successors and/or assigns, and shall inure to the benefit of their respective successors and assigns.

(e) Declarant has not formally transferred or delegated any portion of its architectural review and approval authority as further described in Section 4.2 of this Declaration.

(f) The truth and accuracy of the certifications contained herein may be relied upon by (i) any buyer of any Parcel or any future successor in interest (collectively, "Buyer"), (ii) any of Buyer's lenders or their respective successors, participants, assigns and transferees, (iii) any title insurer, and (iv) any servicer of any such loan(s) secured by the Property or any Parcel thereof (collectively, the "Reliance Parties"), and said certifications shall be binding upon the undersigned and its successors and assigns, and inure to the benefit of the Reliance Parties.

15. **Miscellaneous.** The terms, provisions, and definitions set forth in the Recitals are expressly incorporated into the body of this Amendment. All capitalized terms not defined in this Amendment shall have the same meanings ascribed to them in the Declaration. This Amendment shall inure to the benefit of and be binding upon all Owners and their respective heirs, executors, legal representatives, successors and assigns. To the extent the terms of this Amendment conflict with the terms of the Declaration, the terms of this Amendment shall control. Time is of the essence with respect to this Amendment. This Amendment shall be interpreted, construed and enforced according to the laws of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the Declarant, Pulte and TQI have caused this Amendment to be executed under seal by its duly authorized representative as of the day and year first above written.

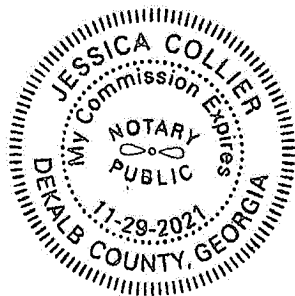
Signed, Sealed And Delivered In The  
Presence Of:

Katie Scherer  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires: 11/29/2021

[NOTARIAL SEAL]



**DECLARANT:**

TQ - UWS APARTMENT HOMES II, LLC,  
A Georgia Limited Liability Company

By: GJ Enterprises Development II, LLC, A  
Georgia Limited Liability Company, Its  
Manager

By: [Signature]  
Gregory L. Joseph, its Manager

Declarant's Address For Notices:

TQ - UWS APARTMENT HOMES II, LLC  
4008 N. Oak Street Ext.  
Valdosta, GA 31605

With Copy To:

Chamberlain, Hrdlicka, White, Williams  
& Aughtry  
191 Peachtree Street, NE  
46<sup>th</sup> Floor  
Atlanta, Georgia 30303  
Attn: Charles T. Nunnally III

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES TO SECOND AMENDMENT TO DECLARATION  
CONTINUED FROM PREVIOUS PAGE]

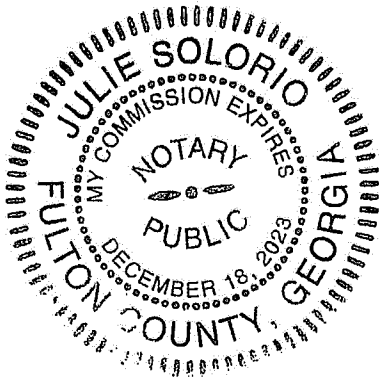
Signed, sealed and delivered in the presence of: **PULTE:**

[Signature]  
Witness

[Signature]  
Notary Public

My Commission Expires: 12-18-23

[AFFIX NOTARIAL SEAL]



PULTE HOME COMPANY, LLC,  
A Michigan Limited Liability Company

By: [Signature]  
Name: Jason Garrett  
Its: Vice President of Land

PULTE's Address For Notices:

PULTE HOME COMPANY, LLC  
2475 Northwinds Parkway  
Suite 600  
Alpharetta, GA 30009  
Attn: Jason Garrett  
Email: jason.garrett@pulte.com  
Phone: 678-245-5392

With Copy To:

Pulte Home Company, LLC  
2475 Northwinds Parkway  
Suite 600  
Alpharetta, GA 30009  
Attn: Andrew McBride, Esq., Corporate  
Counsel

PULTE HOME  
COMPANY, LLC

CORPORATE SEAL

MICHIGAN

[SIGNATURES TO SECOND AMENDMENT TO DECLARATION  
CONTINUED FROM PREVIOUS PAGE]

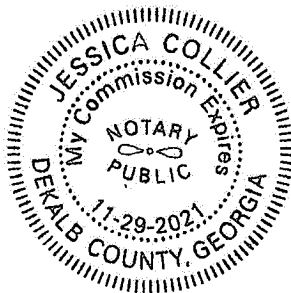
Signed, Sealed And Delivered In The  
Presence Of:

Katie Scherer  
Unofficial Witness

Jane Cobb  
Notary Public

My Commission Expires: 11/29/2021

[NOTARIAL SEAL]



**TQI:**

**TQ – UWS APARTMENT HOMES, LLC,**  
a Georgia limited liability company

By: TQ – UWS Holdings, LLC, a  
Delaware limited liability company, its  
Sole Member

By: TQ – UWS Investments, LLC, a  
Georgia limited liability  
company, its Managing Member

By: GJ Enterprises Development  
II, LLC, a Georgia limited  
liability company, its  
Manager

By: Gregory L. Joseph  
Gregory L. Joseph,  
its Manager

TQI's Address For Notices:

TQ - UWS APARTMENT HOMES, LLC  
4008 N. Oak Street Ext.  
Valdosta, GA 31605

With Copy To:

Chamberlain, Hrdlicka, White, Williams  
& Aughtry  
191 Peachtree Street, NE  
46<sup>th</sup> Floor  
Atlanta, Georgia 30303  
Attn: Charles T. Nunnally III

[END OF SIGNATURES - SECOND AMENDMENT TO DECLARATION]

SIGNATURE PAGE TO SECOND AMENDMENT TO DECLARATION

**EXHIBIT A**  
**TO**  
**SECOND AMENDMENT TO DECLARATION**

**Revised and Expanded Legal Description of Parcel 3**

All that tract or parcel of land lying and being in Land Lot 221 of the 17th District, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a 1/2-inch rebar found at the Land Lot Corner common to Land Lots 193, 194, 221 and 222; Thence along the Land Lot Line common to Land Lots 221 and 222, North 89 degrees 15 minutes 26 seconds West, a distance of 321.44 feet to a point; Thence North 89 degrees 13 minutes 23 seconds West, a distance of 436.65 feet to a 5/8-inch rebar set located on the Northeasterly right-of-way line of Marietta Boulevard (variable right-of-way); Thence along said right-of-way and following along a curve to the left having an arc length of 116.68 feet, with a radius of 1311.43 feet, being subtended by a chord bearing of North 22 degrees 56 minutes 12 seconds West, for a distance of 116.64 feet to a point; Thence continue along a curve to the left having an arc length of 254.63 feet, with a radius of 1311.43 feet, being subtended by a chord bearing of North 31 degrees 02 minutes 52 seconds West, for a distance of 254.23 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence continue along said right-of-way line and following along a curve to the left having an arc length of 236.13 feet, with a radius of 1311.43 feet, being subtended by a chord bearing of North 41 degrees 46 minutes 06 seconds West, for a distance of 235.81 feet to a point; Thence along a curve to the left having an arc length of 50.00 feet, with a radius of 1311.43 feet, being subtended by a chord bearing of North 48 degrees 01 minutes 08 seconds West, for a distance of 50.00 feet to a point; Thence along a curve to the left having an arc length of 56.05 feet, with a radius of 1311.43 feet, being subtended by a chord bearing of North 50 degrees 20 minutes 09 seconds West, for a distance of 56.05 feet to a point; Thence North 36 degrees 13 minutes 41 seconds East, a distance of 230.80 feet to a point; Thence North 36 degrees 13 minutes 41 seconds East, a distance of 50.14 feet to a point; Thence North 41 degrees 04 minutes 03 seconds East, a distance of 68.83 feet to a 1/2-inch rebar found; Thence North 44 degrees 59 minutes 28 seconds East, a distance of 136.14 feet to a point; Thence South 47 degrees 55 minutes 37 seconds East, a distance of 161.73 feet to a point; Thence South 00 degrees 06 minutes 02 seconds West, a distance of 6.73 feet to a point; Thence South 47 degrees 56 minutes 39 seconds East, a distance of 190.45 feet to a point; Thence South 58 degrees 19 minutes 12 seconds West, a distance of 105.11 feet to a point; Thence South 36 degrees 56 minutes 11 seconds West, a distance of 402.88 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 3.798 acres

**EXHIBIT B**  
**TO**  
**SECOND AMENDMENT TO DECLARATION**

**Land Subject To Annexation**

All that tract or parcel of land lying and being in Land Lot 221 of the 17th District, City of Atlanta, Fulton County, Georgia and being further described as follows:

To reach the True Point of Beginning, commence at an iron pin set at the intersection of the northerly Right of Way of Marietta Boulevard (Ga. State Route 3, 150' R/W) and the western Right of Way of Bolton Drive (50' R/W), thence running along a tie line South 77° 54' 23" East a distance of 1726.07 feet to the TRUE POINT OF BEGINNING, said point having coordinates on the Georgia State Plane Coordinate System, Georgia West, NAD 83 of Northing: 1387983.519, Easting: 2213601.744, from point thus established thence North 44° 57' 55" East a distance of 136.12 feet to an iron pin set; thence South 47° 54' 22" East a distance of 161.84 feet to an iron pin set; thence South 00° 07' 17" West a distance of 6.73 feet to an iron pin set; thence South 47° 55' 24" East a distance of 190.33 feet to an iron pin set; thence South 58° 19' 52" West a distance of 105.11 feet to an iron pin set; thence North 53° 03' 12" West a distance of 335.45 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.932 Acres (40,601 Square Feet).

**EXHIBIT C**  
**TO**  
**SECOND AMENDMENT TO DECLARATION**

**Type, Interests and Membership Votes of each Parcel**

<b><u>Parcel</u></b>	<b><u>Type</u> (Commercial or Residential)</b>	<b><u>Interest %</u></b>	<b><u>Membership Votes</u></b>
Parcel 1	Residential	25%	1
Parcel 2	Residential	25%	1
Parcel 3	Commercial and/or Residential	20%	1
Parcel 4	Residential	30%	1
<b><u>Total</u></b>	N/A	<b>100%</b>	<b>4</b>

**EXHIBIT D**  
**TO**  
**SECOND AMENDMENT TO DECLARATION**

**Association Bylaws**

**[intentionally blank/no change]**

**EXHIBIT E**  
**TO**  
**SECOND AMENDMENT TO DECLARATION**

**Signage Common Area**

**[intentionally blank/no change]**

**EXHIBIT F**  
**TO**  
**SECOND AMENDMENT TO DECLARATION**  
**Public Portion of Bolton Drive and Adjacent Areas**  
**[intentionally blank, no change]**

**EXHIBIT G**  
**TO**  
**SECOND AMENDMENT TO DECLARATION**

**Private Right of Way Extending Bolton Drive, and Private Right of Way of Bolton Place**  
**and Adjacent Areas**

**[intentionally blank, no change]**

**EXHIBIT H**  
**TO**  
**SECOND AMENDMENT TO DECLARATION**  
**Plans**

[Intentionally blank, no change]

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