

Daad Jan 99C
1963 Hosea & Williams Drive SE
Suite R-103
Atlanta GA 30317

After recording, return to:

Lyonesse Estates HOA Inc
29 Lexington Rd.
Richmond VA 23226

Cross-Reference:

Declaration of Covenants, Conditions,
and Restrictions for Lyonesse Estates
recorded on April 23, 1999
in Superior Court of Forsyth County, GA
at Deed Book 1489, Pages 144-170



Doc ID: 016683120003 Type: GLR
Recorded: 10/04/2018 at 02:58:05 PM
Fee Amt: \$14.00 Page 1 of 3
Forsyth County, GA
Greg G. Allen Clerk Superior Ct

BK 8695 PG 306-308

(Above Space for Recorder's Use)

SUPPLEMENTAL DECLARATION
(Boat Slip Assignments, No. 8)

THIS SUPPLEMENTAL DECLARATION is made as of this 27th day of September, 2018, by the LYONESSE ESTATES HOMEOWNERS ASSOCIATION, INC., a Georgia Corporation (the "Association").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates was recorded on April 23, 1999 at Deed Book 1489, Pages 144 through 170 in the Office of the Clerk of the Superior Court of Forsyth County, Georgia (as subsequently amended, the "Declaration"); and

WHEREAS, the Association has assigned Boat Slip #3 to Lot 10 in Lyonesse Estates as Exclusive Common Area and now desires to amend Exhibit "B" of the Declaration to evidence said assignment; and

WHEREAS, pursuant to Section 2 of Article IX of the Declaration, the Association has the unilateral authority to amend Exhibit "B" of the Declaration;

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration, the Declaration is hereby amended as follows:

1. The Declaration is amended by deleting Exhibit "B" (Marina Facilities-Boat Slip Assignments) in its entirety and substituting therefor the Exhibit "B" attached hereto, the terms of which are incorporated herein by this reference.

2. The terms of the Recital and the definitions provided therein are incorporated into the body of this Supplemental Declaration. Additionally, capitalized terms used in this Supplemental Declaration, which are not otherwise defined above, shall have the same meaning ascribed to them in the Declaration or in the By-Laws of the Association.

3. Except as modified above, the Declaration shall remain unchanged and in full force and effect. This Amendment shall be binding upon and inure to the benefit of all Owners and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, and as of the date first written above, the Association hereby adopts this Supplemental Declaration.

**LYONESSE ESTATES HOMEOWNERS
ASSOCIATION, INC., a Georgia corporation:**

Signed, sealed and delivered
this 27th day of September, 2018,
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 09-30-2022

By: [Signature]
Print Name: JULIA DEMERAI
Title: Secretary

[SEAL]

[NOTARIAL SEAL]

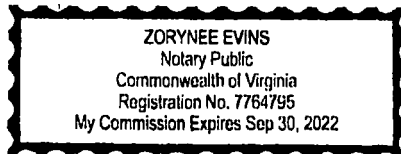


Exhibit "B"

Marina Facilities-Boat Slip Assignments
(as of September 27, 2018)

Boat Slip Number	Lot Owner Name (for reference only)	Assigned Lot
#1	Mike Wang & Jackie Chen	11
#2	Meyer	5
#3	Solution AD Technologies LLC	10
#4	Bethel Homes LLC	Not Assigned
#5	David Brookshire	8
#6	Kingdom Generals	7
#7	Kingdom Generals	7
#8	Bethel Homes	Not Assigned
#9	Daniel & Kimberly Stephens	12
#10	Freddie & Melissa Fonzo	13
#11	Daniel & Lisa Pratt	6
#12	Kingdom Generals	Not Assigned
#13	Mark Glodener	9
#14	Bethel Homes LLC	Not Assigned

Type: STATE LAND RECORDS
Recorded: 7/13/2020 8:30:00 AM
Fee Amt: \$25.00 Page 1 of 9
Forsyth County, GA
Greg G. Allen Clerk Superior Ct

Participant ID(s): 6637408446,
7067927936

BK 9456 PG 741 - 749

After recording, please return to:
Mr. Mark Glodener, President
Lyonesse Estates Homeowners Association, Inc.
P.O. Box 681412
Marietta, GA 30068

Please Cross Reference to:
Deed Book 1489, page 144
Forsyth County, GA Records

**THIRD AMENDMENT TO RENEW AND EXTEND THE
DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS
FOR
LYONESSE ESTATES SUBDIVISION**

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates Subdivision (the "Declaration") is made and entered into effective April 23, 1999 by, between and among Lyonesse Estates Homeowners Association, Inc., a Georgia nonprofit corporation (the "Association") and a two-thirds (2/3) majority of homeowners in Lyonesse Estates Subdivision (the "Subdivision").

WITNESSETH:

THAT, WHEREAS, L. Scott Demerau and Julia H. Demerau ("Declarants") published the Declaration for Swiss Air Estates Subdivision, now known as Lyonesse Estates Subdivision, said subdivision being a subdivision of all those certain lots, tracts or parcels of land situated, lying and being in Land Lot 1086, of the 14th District, Forsyth County, Georgia, and being more fully delineated by a plat of survey recorded in Plat Book 56, page 11, in the Office of the Clerk of the Superior Court of Forsyth County, which Declaration is recorded in Deed Book 1489, page 144, Forsyth County, Georgia Records; and

WHEREAS, the Declaration was amended by Amendment and Supplementary Declaration dated October 6, 2004 to change the name of the community; identify the Association; incorporate building restrictions; and revise the legal description of the Subdivision, all as recorded in Deed Book 4578, pages 297-302, Forsyth County, GA Records; and

WHEREAS, the Declaration was amended by Second Amendment dated December 17, 2010 to describe the marine facilities and common areas, provide for annual assessments; clarify the conveyance and assignment of Marina Facilities and Boat Slip Assignments and for other purposes, all as recorded in Deed Book 5863, pages 419-430, Forsyth County, GA Records; and

WHEREAS, the Association and the undersigned property owners, representing a two-thirds majority, desire to renew and extend the Declaration for an additional ten year period ending April 23, 2029 as provided for and allowed under the Declaration; and

NOW THEREFORE, for and in consideration of the premises, said Declaration is hereby amended as follows:

1.

Renewal and Extension of Declaration

The Declaration is hereby renewed and extended for an additional ten year period effective as of April 23, 2019 and continuing until April 23, 2029 for the Subdivision currently described as follows:


All that tract or parcel of land lying and being in Land Lot 1086 of the 14th District, Forsyth County, Georgia, being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and Lot 13 (Lot 13 being a/k/a 8420 Lyonesse Drive), Lyonesse Estates Subdivision, together with all roads, easements and amenities contained therein, as per plat of survey recorded November 10, 2017 in Plat Book 171, page 182-184, Forsyth County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.

This Amendment was adopted by the Association and the undersigned two-thirds majority of Owners pursuant to the provisions of Article VIII, Section 3 of the Declaration.

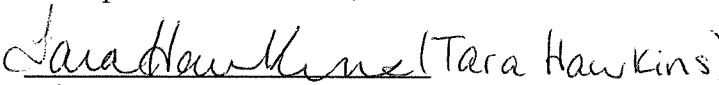
Except as otherwise specifically amended herein, the Declaration, as amended, shall remain in full force and effect.

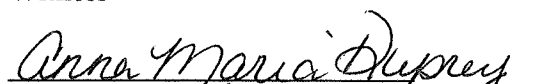
The Association has hereunto caused its duly authorized president to execute this instrument under seal effective as of the day and year first above written.

**ASSOCIATION:
LYONESSE ESTATES HOMEOWNERS
ASSOCIATION, INC.**

BY:  07/07/2021 (Seal)
Mark Glodener, Its President

Signed, sealed and delivered
in the presence of:

 (Tara Hawkins)
Witness


Notary Public September 10, 2021



ACKNOWLEDGEMENT, APPROVAL AND CONSENT

The undersigned Owner of Lots 2 and 3, Lyonesse Estates Subdivision, hereby acknowledges, consents to and approves the Renewal and Extension for an additional ten year period ending April 23, 2029 of the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates Subdivision, recorded in Deed Book 1489, page 144, Forsyth County, Georgia Records, as amended.

This Acknowledgement, Consent and Approval is executed by the undersigned Owner effective as of April 23, 2019.

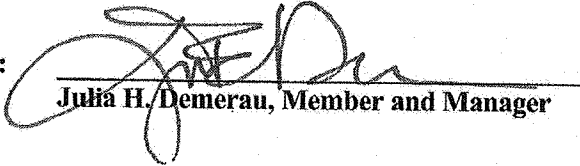
LYONESSE HOMES, LLC

By:



L. Scott Demerau, Member and Manager

By:

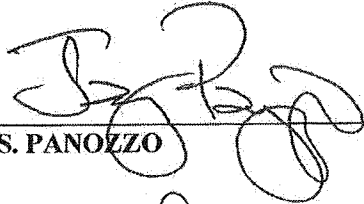


Julia H. Demerau, Member and Manager

ACKNOWLEDGEMENT, APPROVAL AND CONSENT

The undersigned Owners of Lots 4 and 5, Lyonesse Estates Subdivision, hereby acknowledge, consent to and approve the Renewal and Extension for an additional ten year period ending April 23, 2029 of the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates Subdivision, recorded in Deed Book 1489, page 144, Forsyth County, Georgia Records, as amended.

This Acknowledgement, Consent and Approval is executed by the undersigned Owners effective as of April 23, 2019.



JAY S. PANOZZO

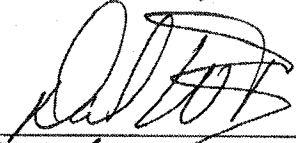


KATHLEEN PANOZZO

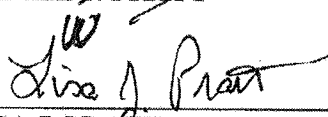
ACKNOWLEDGEMENT, APPROVAL AND CONSENT

The undersigned Owners of Lot 6, Lyonesse Estates Subdivision, hereby acknowledge, consent to and approve the Renewal and Extension for an additional ten year period ending April 23, 2029 of the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates Subdivision, recorded in Deed Book 1489, page 144, Forsyth County, Georgia Records, as amended.

This Acknowledgement, Consent and Approval is executed by the undersigned Owners effective as of April 23, 2019.



DANIEL S. PRATT



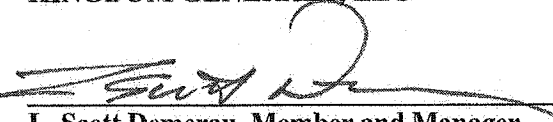
LISA J. PRATT

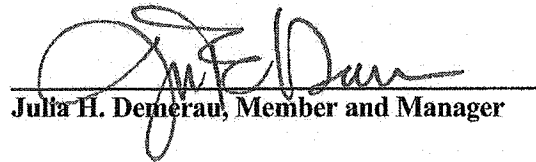
ACKNOWLEDGEMENT, APPROVAL AND CONSENT

The undersigned Owner of Lot 7, Lyonesse Estates Subdivision, hereby acknowledges, consents to and approves the Renewal and Extension for an additional ten year period ending April 23, 2029 of the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates Subdivision, recorded in Deed Book 1489, page 144, Forsyth County, Georgia Records, as amended.

This Acknowledgement, Consent and Approval is executed by the undersigned Owner effective as of April 23, 2019.

KINGDOM GENERALS, LLC

By: 
L. Scott Demerau, Member and Manager

By: 
Julia H. Demerau, Member and Manager

ACKNOWLEDGEMENT, APPROVAL AND CONSENT

The undersigned Owner of Lot 8, Lyonesse Estates Subdivision, hereby acknowledges, consents to and approves the Renewal and Extension for an additional ten year period ending April 23, 2029 of the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates Subdivision, recorded in Deed Book 1489, page 144, Forsyth County, Georgia Records, as amended.

This Acknowledgement, Consent and Approval is executed by the undersigned Owner effective as of April 23, 2019.

David N Brookshire
DAVID N. BROOKSHIRE

WITH VERBAL UNDERSTANDING
DECLARANTS TRANSFER CONTROL
TO HOA
7 JULY, 2020


ACKNOWLEDGEMENT, APPROVAL AND CONSENT

The undersigned Owner of Lot 9, Lyonesse Estates Subdivision, hereby acknowledges, consents to and approves the Renewal and Extension for an additional ten year period ending April 23, 2029 of the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates Subdivision, recorded in Deed Book 1489, page 144, Forsyth County, Georgia Records, as amended.

This Acknowledgement, Consent and Approval is executed by the undersigned Owner effective as of April 23, 2019.

8515 LYONESSE DRIVE, LLC

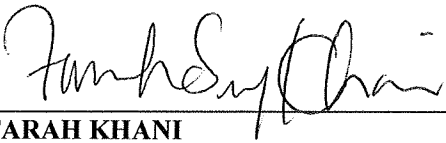
By:

 7/7/2020
Mark Glodener, Member and Manager

ACKNOWLEDGEMENT, APPROVAL AND CONSENT

The undersigned Owner of Lot 10, Lyonesse Estates Subdivision, hereby acknowledges, consents to and approves the Renewal and Extension for an additional ten year period ending April 23, 2029 of the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates Subdivision, recorded in Deed Book 1489, page 144, Forsyth County, Georgia Records, as amended.

This Acknowledgement, Consent and Approval is executed by the undersigned Owner effective as of April 23, 2019.



FARAH KHANI

After recording, return to:

Michael S. Rodgers, Esq.
SEYFARTH SHAW LLP *ret*
Suite 700
1545 Peachtree Street, N.E.
Atlanta, Georgia 30309

Cross-Reference:

Declaration of Covenants, Conditions,
and Restrictions for Lyonesse Estates
recorded on April 23, 1999
in Superior Court of Forsyth County, GA
at Deed Book 1489, Pages 144-170



Doc ID: 012102980012 Type: GLR
Filed: 12/22/2010 at 02:38:54 PM
Fee Amt: \$34.00 Page 1 of 12
Forsyth County, GA
Grea G. Allen Clerk Superior Ct
BK **5863** PG **419-430**

(Above Space for Recorder's Use)

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LYONESSE ESTATES**
(Conveyance of Boat Slips)

THIS SECOND AMENDMENT is made as of this 17th day of December, 2010,
by LYONESSE ESTATES HOMEOWNERS ASSOCIATION, INC., a Georgia corporation (the
"Association").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for
Lyonesse Estates was recorded on April 23, 1999 at Deed Book 1489, Pages 144 through 170 in
the Office of the Clerk of the Superior Court of Forsyth County, Georgia (as subsequently
amended, the "Declaration"); and

WHEREAS, the Association desires to amend the Declaration for the purpose of
describing the Marina Facilities at Lyonesse Estates and establishing a procedure for the
conveyance of Boat Slips at the Marina Facilities pursuant to the below provisions; and

WHEREAS, Article VIII, Section 3 of the Declaration provides that the Declaration may
be amended during the first twenty years after it is recorded by an instrument signed by not less
than ninety percent (90%) of the Lot Owners, and said Lot Owners have consented to this
Second Amendment below;

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration, the
Declaration is hereby amended as follows:

1. Section 4 of Article 1 of the Declaration is deleted in its entirety and replaced
with the following:

"Section 4. "Common Area" shall mean all real and personal property, including easements, which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of Owners. The term also shall include the Exclusive Common Area, as defined below."

2. Article 1 of the Declaration is amended by adding the following new Section 7:

"Section 7. "Exclusive Common Area" shall mean a portion of the Common Area primarily benefiting one or more, but less than all, Lots, as more particularly described in Article IX."

3. Article 1 of the Declaration is amended by adding the following new Section 8:

"Section 8. "Marina Facilities" shall mean those certain Exclusive Common Area boating facilities located on Lake Sidney Lanier and more particularly described in Article IX."

4. Section 3 of Article V of the Declaration is deleted in its entirety and is replaced with the following new Section 3:

"Section 3. Annual Assessments. Annual Assessments shall be levied in equal share to each lot in the amount needed for the maintenance of the private roads, gates, landscaping, lighting and up keep of any and all of the Common Areas. Expenses for the maintenance and up keep of the Exclusive Common Areas shall be assessed equally and equitably among the Lots so benefitted by the Exclusive Common Areas."

5. The Declaration is amended by the addition of "Article IX", entitled "Conveyance of Boat Slips," which is attached hereto as **Schedule A** and is incorporated herein by this reference.

6. The Declaration is amended to include a new Exhibit "B", entitled "Marina Facilities-Boat Slip Assignments", which is attached hereto as **Schedule B** and is incorporated herein by this reference.

7. The Declaration is amended to include a new Exhibit "C", entitled "Marina Facilities Plan", which is attached hereto as **Schedule C** and is incorporated herein by this reference.

8. The terms of the Recital are incorporated into the body of this Second Amendment. Additionally, capitalized terms used in this Second Amendment, which are not otherwise defined above, shall have the same meaning ascribed to them in the Declaration, as may be amended by this Second Amendment.

9. Except as modified above, the Declaration shall remain unchanged and in full force and effect. This Second Amendment shall be binding upon and inure to the benefit of all Owners and their respective heirs, legal representatives, successors and assigns.

[SIGNATURES COMMENCE ON NEXT PAGE]

IN WITNESS WHEREOF, and as of the date first written above, the Association and Lot Owners comprising at least ninety percent (90%) of the Lots of Lyonesse Estates, hereby approve and execute this Second Amendment.

LYONESSE ESTATES HOMEOWNERS ASSOCIATION, INC., a Georgia corporation:

Signed, sealed and delivered
this 17th day of December 2010,
in the presence of:

[Signature]
Witness

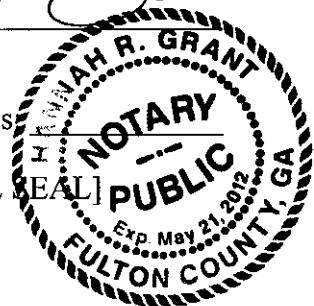
By: [Signature]
Print Name: L. Scott Bertram
Title: President

[SEAL]

[Signature]
Notary Public

My Commission Expires

[NOTARIAL SEAL]



LYONESSE ESTATES LOT OWNER SIGNATURE PAGE

By execution below, the undersigned, being the Lot Owner(s) of Lot(s) 1, 8, 9 in Lyonesse Estates, hereby approves and consents to the attached Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates.

LOT OWNER(S):

Signed, sealed and delivered
this 14 day of Dec 2010,
in the presence of:

By: Bethel Developers LLC (SEAL)
Print Name: R G JOHNSON

[Signature]
Witness
[Signature]
Notary Public

By: [Signature] (SEAL)
Print Name: _____

My Commission Expires: 4-21-12

By: _____ (SEAL)
Print Name: _____

[NOTARIAL SEAL]



* ALL OWNERS OF RECORD FOR EACH LOT ARE REQUIRED TO SIGN

LYONESSE ESTATES LOT OWNER SIGNATURE PAGE

By execution below, the undersigned, being the Lot Owner(s) of Lot(s) 7 in Lyonesse Estates, hereby approves and consents to the attached Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates.

LOT OWNER(S):

Signed, sealed and delivered this 14th day of December 2010, in the presence of:

By: [Signature] (SEAL)
Print Name: Matthew Bryant Maley

Witness [Signature]

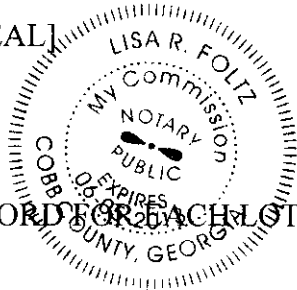
By: _____ (SEAL)
Print Name: _____

Notary Public [Signature]

By: _____ (SEAL)
Print Name: _____

My Commission Expires: _____

[NOTARIAL SEAL]



* ALL OWNERS OF RECORD FOR EACH LOT ARE REQUIRED TO SIGN

LYONESSE ESTATES LOT OWNER SIGNATURE PAGE

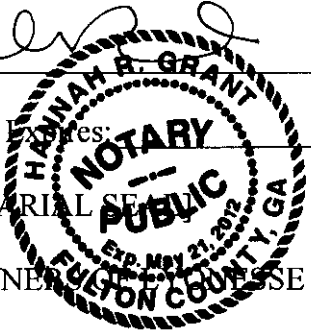
By execution below the undersigned, being the Lot Owner of Lots 5 and 11 in Lyonesse Estates, hereby approves the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates (the "Declaration"), which Declaration was recorded on April 23, 1999 at Deed Book 1489, Pages 144 through 170 in the Office of the Clerk of the Superior Court of Forsyth County, Georgia.

LOT OWNER:

Signed, sealed and delivered
this 17th day of December 2010,
in the presence of:

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires:



[NOTARIAL SEAL]

WELLS FARGO BANK, N.A., a national banking association, as successor-by-merger to Wachovia Bank, National Association

By: [Signature]

Name: Sean Stefan

Title: Assistant Vice President

* ALL LOT OWNERS OF THESE ESTATES LOTS ARE REQUIRED TO SIGN

LYONESSE ESTATES LOT OWNER SIGNATURE PAGE

By execution below, the undersigned, being the Lot Owner(s) of Lot(s) 6 in Lyonesse Estates, hereby approves and consents to the attached Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates.

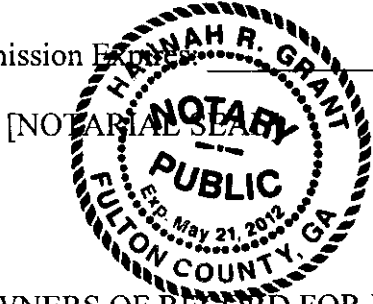
LOT OWNER(S):

Signed, sealed and delivered this 17th day of December 2010, in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires _____



By: Kingdom General, LLC. (SEAL)
Print Name: L. Scott Demeris

L. Scott Demeris, Authorized Agent

By: _____ (SEAL)
Print Name: _____

By: _____ (SEAL)
Print Name: _____

* ALL OWNERS OF RECORD FOR EACH LOT ARE REQUIRED TO SIGN

LYONESSE ESTATES LOT OWNER SIGNATURE PAGE

By execution below, the undersigned, being the Lot Owner(s) of Lot(s) 10 in Lyonesse Estates, hereby approves and consents to the attached Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Lyonesse Estates.

LOT OWNER(S):

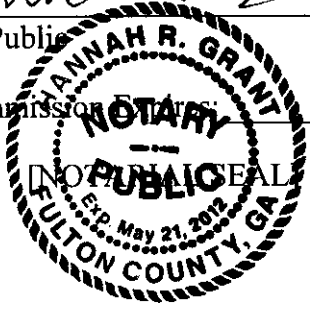
By: Bethel Homes, LLC Authorized Agent
Print Name: L. Scott Demerou (SEAL)

Signed, sealed and delivered this 17th day of December 2010, in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____



By: _____ (SEAL)
Print Name: _____

By: _____ (SEAL)
Print Name: _____

* ALL OWNERS OF RECORD FOR EACH LOT ARE REQUIRED TO SIGN

SCHEDULE A

ARTICLE IX

CONVEYANCE OF BOAT SLIPS

Section 1. Purpose.

Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of certain Lot Owners. By way of illustration and not limitation, Exclusive Common Areas may include the Marina Facilities. The Marina Facilities at Lyonesse Estates are owned and managed by the Association. All costs associated with maintenance, repair, replacement, improvement, administration and insurance of an Exclusive Common Area shall be shared equally among the Owners and Lots to which the Exclusive Common Area(s) is assigned, except, however, improvements made to Exclusive Common Areas by individual Owners (with the approval and consent of the Association) shall be maintained, repaired, replaced, and insured by the individual Owner unless such responsibilities are otherwise expressly accepted by the Association. No improvements of any nature whatsoever shall be made to the Exclusive Common Areas without the advance written consent of the Association, and the Association may condition its consent on the performance by the Owner of certain actions and obligations.

Section 2. Marina Facilities.

The Marina Facilities may include boat slips, boat docks, maintenance sheds, hoisting equipment, boat ramps, utilities, and other real and personal property related thereto. Within the Marina Facilities at Lyonesse Estates, there is a boat dock, which contains approximately fifteen (15) boat slips and the related mooring and/or storage facilities (collectively or individually as the content may require, "Boat Slips"), all of which may be used by only those Owners who have purchased the right to use such Marina Facilities initially from the Association, or subsequently from another Owner or the Association. The Marina Facilities shall be deemed Exclusive Common Area under the terms of this Declaration, and shall be shown or further described on applicable Recorded plats, Supplement Declarations, conveyance deeds to the Association, or such similar instruments; a copy of the Marina Facilities Plan is attached hereto as Exhibit "C". When a Lot Owner purchases the right to use a Boat Slip at the Marina Facilities, he or she is receiving a license under the real estate laws of the State of Georgia, and not an easement or any type of fee ownership of the Boat Slip or Marina Facilities. The revenue from the initial sales of the right to use the Boat Slips shall be payable solely to the Association. For so long as the Association owns any unsold Boat Slip, the Association shall have the right to sell to Lot Owners one (1) or more Boat Slips, which Boat Slips shall be assigned as Exclusive Common Area to the Owner's corresponding Lot within Lyonesse Estates. The assignment to a Lot of the license to use a Boat Slip shall be evidenced by an amendment to Exhibit "B" to reflect said assignment and sale, which amendment shall be made unilaterally by the Association.

After the initial sale and assignment of all Boat Slips to Lot Owners by the Association, a Lot Owner may thereafter sell and re-assign their Boat Slip to another Lot Owner; provided, however, (a) any reassignment of a Boat Slip shall comply with any rules, regulations and procedures of the Association concerning reassignment of Exclusive Common Areas and Boat Slips (b) no reassignment of a Boat Slip shall be deemed to have occurred until such time as the Declaration's Exhibit "B" has been unilaterally amended by the Association to reflect the reassignment of the Boat Slip to a new Lot Owner, and (c) the Association may impose a reasonable fee on the parties to reimburse the Association for the cost and expense related to the reassignment of the Boat Slip, which fee shall be deemed an assessment against both participating Lots. The Association may establish a program for the orderly purchase and sale of Boat Slips as Exclusive Common Area to Lot Owners, as such program may be established and amended in the Association's sole discretion.

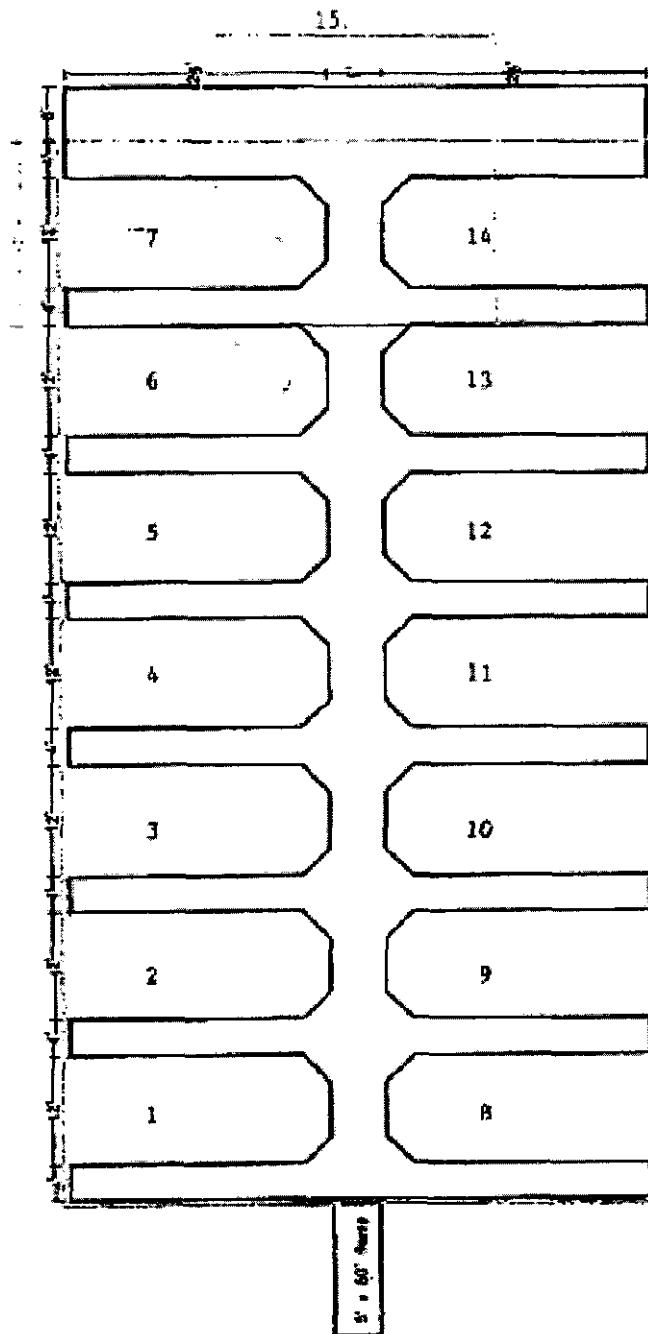
The Marina Facilities shall be operated, managed, maintained, and improved by the Association as Exclusive Common Area for the benefit of those Owners (and their respective Lots) who have acquired a Boat Slip. The cost and expense incurred by the Association in operating, managing, maintaining, and improving the Marina Facilities shall be levied against each such Owner (and their respective Lot) in equal share as an assessment pursuant to the terms of this Declaration.

From time to time, the Association may adopt reasonable rules regarding the use of the Marina Facilities, provided that no rule may be adopted which would directly or indirectly substantially impair or prevent the sale, assignment and conveyance of a Boat Slip from one Lot Owner to another. Additionally, and for the purpose of preserving and promoting the use of the Marina Facilities and the safety and welfare of all Owners, every Owner who uses Lake Sidney Lanier in any manner whatsoever, whether or not pursuant to the use of the Marina Facilities, (i) shall abide by the terms and conditions of License E00700, issued by the United States Army Corps of Engineers on September 1, 2008 for the development of the Marina Facilities (as said license may be renewed from time to time), and (ii) shall abide by all other applicable laws, rules and regulations of any federal, state or local government which relate directly or indirectly to the use of Lake Sidney Lanier; and, all of the above described permit conditions, laws, rules and regulations shall be enforceable by the Association as rules and regulations of the Association under the terms of this Declaration notwithstanding the fact that the Association does not maintain ownership of or primary jurisdiction over the use of Lake Sidney Lanier. In instances where an Owner's conduct is so egregious so as to impair or reasonably threaten the continued operation of the Marina Facilities under the operational permit granted by the United States Army Corps of Engineers, the Association may authorize the forfeiture of said Owner's Boat Slip and Exclusive Common Area license as an additional sanction and, in consideration of such forfeiture, pay the Boat Slip Lot Owner his or her original purchase price for the Boat Slip. Thereafter, the Association may re-convey the boat slip to another Lot Owner for whatever consideration it deems acceptable and appropriate.

SCHEDULE C

Exhibit "C"

Marina Facilities Plan





Doc ID: 004359240006 Type: GLR
 Filed: 12/29/2006 at 02:12:25 PM
 Fee Amt: \$20.00 Page 1 of 6
 Forsyth County, GA
 Douglas Sorrells Clerk Superior Ct

BK 4578 PG 297-302

EW
 RETURN TO
 ELVIRA MALENKY, ATTORNEY AT LAW LLC
 3850 HOLCOMB BRIDGE RD.
 SUITE 205
 NORCROSS, GA 30092

06RSS3

Return to: ~~NEIL W. PUTNAM~~
~~741 N. CENTRAL AVE.~~
~~HARVILLE, GA 30354~~

STATE OF GEORGIA
 COUNTY OF FORSYTH

Cross Reference: Deed Book 1489
 Page 144

**AMENDMENT AND SUPPLEMENTARY DECLARATION TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR SWISS AIR ESTATES (NOW LYONESSE ESTATES)**

WHEREAS, L. Scott Demerau and Julia E. Demerau recorded a Declaration of Covenants, Conditions and Restrictions for Swiss Air Estates in Deed Book 1489, Page 144 et seq., Forsyth County, Georgia Records ("Declaration"); and

WHEREAS, plats of the property submitted to the Declaration are recorded in Plat Book 56, Page 11 and Plat Book 58, Page 27, Forsyth County, Georgia Records ("Original Plats"); and

WHEREAS, the property submitted to the Declaration (which re-numbers some of the Lots) and certain adjacent property have been re-platted on a Final Plat for Lyonesse Estates, prepared by Moreland, Altobelli Associates, Inc., and recorded in Plat Book 101, Page 139-141 Forsyth County, Georgia Records ("Revised Plat"); and

WHEREAS, pursuant to a Written Consent in Lieu of a Meeting of the Class A Members of Swiss Air Estates dated September 2, 2003, it was unanimously decided by the Lot Owners that Lots 1, 13, and the property known as N/F Demerau, as shown on the Revised Plat, would be submitted to the Declaration and become members of the homeowners association upon payment of an initiation fee; and

WHEREAS, at the annual meeting of Class A members of Swiss Air Property Owner's Association on February 9, 2004, it was decided that the name of the community would be changed from "Swiss Air Estates" to "Lyonesse Estates;" and

WHEREAS, the present owners of the property submitted to the Declaration ("Lot Owners"), upon payment of the Initiation Fee, desire to submit certain other adjacent property shown on the Revised Plat as Lots 1, 13, and N/F Demerau and additionally the ingress/egress easement areas, and to make the property already submitted conform to the Revised Plat and a Boundary Line Agreement recorded in Deed Book _____, Page _____, Forsyth County, Georgia Records ("Boundary Line Agreement") and to make other certain amendments to the Declaration, including a change of the name of the community; and

WHEREAS, Article VIII, Section 4 of the Declaration provides that additional residential property or common area can be annexed to the Declaration by Supplementary Declaration with the consent of two-thirds (2/3) of the members if such land lies within or is contiguous to the original submitted property; and

WHEREAS, the present owners of the property submitted to the Declaration ("Lot Owners") desire to amend Article VII, Section 10 regarding minimum square footage, reducing the minimum to 4,000 square feet for a one story residence and 5,000 square feet for a two story residence.

WHEREAS, Article VIII, Section 3 of the Declaration provides that the Declaration may be amended during the first twenty years after it is recorded by an instrument signed by not less than ninety percent (90%) of the Lot Owners; and

WHEREAS, all of the Lot Owners constituting more than two-thirds of the members and more than ninety percent (90%) of the Lot Owners desire to add additional contiguous property to the Declaration and to amend the Declaration for other purposes.

NOW, THEREFORE, in accordance with these provisions of the Declaration, the Declaration is hereby amended as follows:

1.

The name of the community is changed from "Swiss Air Estates" to "Lyonesse Estates" and such name is hereby changed throughout the Declaration wherever it occurs including, without limitation, the title to the Declaration.

2.

Article I, Section 1 is revised by deleting it in its entirety and replacing it as follows:

Section 1. "Association" shall mean and refer to Lyonesse Estates Homeowners Association, Inc., a Georgia nonprofit corporation.

3

Article VII, Section 10 is revised by deleting it in its entirety and replacing it as follows: Section 10. No dwelling located on the property set forth in Exhibit "A" shall have a heated living area, exclusive of garages, carpets, porches, terraces, basements and bulk storage, even if finished, of less than 4,000 square feet for a one story residence and 5,000 square feet for a two story residence. All ceilings shall be a minimum of 9 feet high.

4

Exhibit A to the Declaration is revised by deleting it in its entirety and replacing it with the following legal description of the property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1085, 1086 & 1106 of the 14th District of Forsyth County, Georgia and being Lots 4, 5, 6, 7, 8, 9, 10, 11, and 12, Lyonesse Drive, being 50' private r/w and the 30' ingress/egress easement as shown on the final plat for Lyonesse Estates prepared by Moreland Altobelli

Associates, Inc., and recorded in Plat Book 101, Page ¹³⁹⁻141, Forsyth County, Georgia
Records.

5.

As amended herein, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

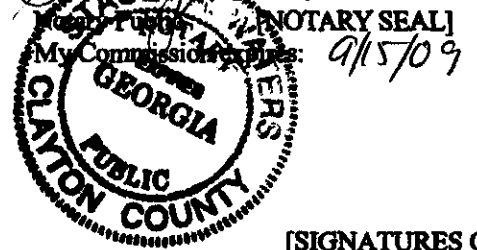
IN WITNESS WHEREOF, the undersigned, being all the Lot Owners under the Declaration hereby approve and execute this Amendment and Supplementary Declaration this 14 day July, 2004.

Signed, sealed and delivered
in the presence of:

[Signature]

Unofficial Witness

[Signature]



Bethel Homes, LLC

By: [Signature]
Name: PAMELA S BITNAM
Title: MANAGING PARTNER - BETHEL HOMES

[CORPORATE SEAL]

Owner of the following property:

Lots 5, 6, 7, 8, 9, 10 and 11 and the 50' private r/w and the 30' ingress/egress easement area.

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

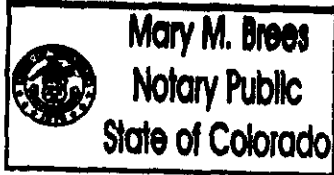
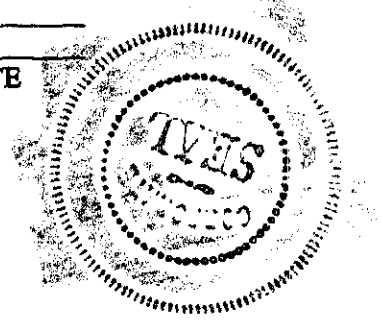
Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
SEAL] *Mary M. Brees*
Notary Public [NOTARY SEAL]
My Commission expires: 11/15/08.

UCMC Real Estate I, Inc.:

By: [Signature]
Name: William Rogers
Title: President
[CORPORATE



My Comm Exp 11-15-08

- Remainder of page intentionally left blank.
- Agreement continues on following pages. -

Signed, sealed and delivered
in the presence of:

Jane Morris
Unofficial Witness

Agnes Mulder
Notary Public
My Commission Expires: 9/15/09
[NOTARY SEAL]
PUBLIC
CLAYTON COUNTY
GEORGIA

Neil Putnam
Neil Putnam

Signed, sealed and delivered
in the presence of:

Jane Morris
Unofficial Witness

Agnes Mulder
Notary Public
My Commission Expires: 9/15/09
[NOTARY SEAL]
PUBLIC
CLAYTON COUNTY
GEORGIA

Pamela Putnam
Pamela Putnam

Owner of the following property:

Lot 12

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 23
day of April 19 99
at 9:50 o'clock AM. Recorded in
Book _____ Page _____
day of 4-27, 1999
Douglas Larnelle Clerk, By LD

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SWISS AIR ESTATES

THIS DECLARATION is made on the date set forth below by L. Scott Demerau and Julia E. Demerau ("Declarants");

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property set forth in Article II, Section 1 of this Declaration;

WHEREAS, Declarant desires to subject the real property described in Article II, Section I to the provisions of this Declaration to create a residential community of single-family housing and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which run with the real property and are binding on all parties having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors and assigns, and shall inure to the benefit of all owners thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Swiss Air Estates its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any

Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property set forth in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarants" shall mean and refer to L. Scott Demerau and Julia E. Demerau, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Section 1. Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions set forth in this Declaration is the real property described in Exhibit "A", attached and make a part of this Declaration.

Section 2. Other Property. Only the real property described in this Article II, Section 1 is made subject to this Declaration. However, by one or more Supplementary Declarations, other real property may be subjected to this Declaration.

ARTICLE III

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Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless 2/3rds of the members agree in writing to such dedication or transfer. Any such dedication or transfer shall be recorded in the Public Real Estate Records of Forsyth County.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right to enjoyment of the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person who is the record owner of a fee interest in any Lot that is subject to this Declaration shall automatically be a member of the Association. Membership shall not

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include Persons who hold a security interest only and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declarations.

Section 2. The Association shall have one class of voting membership:

Class A. Class A members shall be all record owners of a fee interest in any Lot that is subject to this Declaration. When more than one person holds an interest in any Lot, all such persons shall be members, however, only one vote may be cast per Lot. The vote for such Lot shall be exercised as the owners of such Lot determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each owner of a Class A lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges (b) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. All assessments, together with late charges, interest (not to exceed the maximum legal rate), costs, and reasonable attorney's fees actually incurred, shall be (a) a charge on the Lot and a continuing lien upon the Lot against which each assessment is made; and (b) the

personal obligation of the Person who is the Owner of the Lot at the time the assessment becomes due. Each Owner and his or her grantee shall be jointly and severally liable for the portion of an assessment as is due and payable at the time of transfer of the Lot. However, the liability of a grantee for the unpaid assessments of an Owner shall not apply to any first Mortgage holder taking title through foreclosure proceedings or by deed in lieu of foreclosure, provided however, any first mortgage holder who takes title through foreclosure proceedings or by deed in lieu of foreclosure shall be liable for all assessments due after the date of foreclosure. Full annual assessment must be paid although all amenities may not yet be complete at time of assessment.

Section 3. Initial and Annual Assessments.

(a) There will be an initial assessment of \$25,000 for one (1) boat slip per lot in the common dock area.

(b) Annual Assesments shall be in the amount needed for the mantainance of the private roads, gates, landscaping, boat dock, lighting and up keep of any and all of the common areas.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots owned by Class A members and shall be collected as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein and the due date for payment of the annual assessment shall be determined by the Board of Directors. The Board of Directors shall fix the amount of the assessment against each lot at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and take any and all appropriate proceeding at law or in equity. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition, for each day that an owner is late in paying an assessment said owner shall be suspended three (3) days from use of the amenities owned by the Homeowners Association.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL COMMITTEE AND DESIGN REVIEW BOARD:

Section 1. Architectural Committee and Design Review Board. The Architectural Committee and Design Review Board shall be composed of three or more representatives appointed by the Declarants.

Section 2. Design Review Board. No construction, improvements, landscaping, buildings, structures or development of any kind whatsoever, shall be commenced, carried out on, constructed, altered,

added to or maintained upon any portion of the Properties, including Lots, unless (i) approved in writing by the Design Review Board (ii) developed, constructed or altered by Declarants (iii) developed, constructed or altered by the Association in respect to the Common Area. Approval of the Design Review Board shall be subject to such regulations, architectural standards and application procedures as may be promulgated by the Design Review Board and set forth herein. The Design Review Board may charge a reasonable fee, as determined by the Design Review Board, from time to time, to cover the administrative expense of its review. The Design Review Board may also require placement of a bond by an applicant to assure compliance with this Declaration and to cover any expenses or damages caused by construction or improvement activities required to be approved by the Board.

(a) The Design Review Board is authorized to retain services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Design Review Board in performing the functions set forth herein and all such expenses shall be at the expense of the Association.

(b) Any member of the Design Review Board appointed by the Declarants may be removed with or without cause by the Declarants at any time by written notice to such appointee, and a successor or successors shall be appointed to fill such vacancy. Any member of the Design Review Board appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee and its successor or successors appointed to fill such vacancies shall serve at the pleasure of the Board.

(c) The Design Review Board is hereby authorized to promulgate from time to time, written architectural standards, regulations,

policies, procedures and guidelines (hereinafter referred to as the "Design Standards") governing the construction, location, landscaping, material and design of improvements, structures, the contents of submission of plans and specifications, and other information as may be required in order to evidence compliance with and obtain approval. The Design Review Board shall make its standards, regulations, policies, procedures and guidelines available to Owners, Builder/Owners, and developers who seek to engage in development or improvement of construction upon all or any portion of the Properties and shall conduct its operations in accordance therewith. Decisions of the Design Review Board shall take into account and be founded upon the nature, kind, shape, color, size, material and location of any construction, improvements, buildings, structures or development and the quality of workmanship planned, the design and harmony of external design and relation to surrounding structures, topography and elevation of such construction, improvements, buildings, structures and development and the Community Wide Standards. The Design Standards shall be binding upon and enforceable against all Owners.

(d) Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Residential Unit or to paint the interior of his or her Residential Unit any color desired.

(e) Commencement of Construction and Occupancy of Residential Units. Residential Units may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Residential Unit is located have been completed and a certificate of occupancy for such Residential Unit, if issued by the local jurisdiction, has been issued. Once commenced, the construction of a Residential Unit and original improvements contemplated herewith on a

Lot shall be completed within twelve (12) months from the date of commencement. During the construction period of any Residential Unit, structure or improvements respecting a Lot or any modifications, additions or alterations thereto, any and all contractors in respect to the construction thereof shall maintain the Lot, the Residential Unit, and the surrounding Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, the Owner of the Lot shall cause such contractors to immediately remove all equipment, tools and construction material and debris from the Lot and Residential Unit on which such construction has been completed.

(f) Approval of Plans. No approval of plans and specifications and no publication of Design Standards pursuant to the terms of this Declaration by the Design Review Board shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Residential Unit or other improvement built in accordance therewith will be built in a good workmanlike manner. The Declarant, the Association, the Design Review Board and the Modifications Committee, if acting, shall not be responsible or liable for (a) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Declaration, (b) any loss or damages to any person rising out of the approval or disapproval of any plans or specifications, (c) any loss or damage arising from the noncompliance of such plans and specifications as with any governmental ordinances and regulations nor any defects in construction undertaken pursuant to such plans and specifications.

Section 3. Type of Construction Materials

(a) A Residential Unit or other structure or improvement on any Lot shall not have any exposed concrete block surfaces, unless approved in writing by the Design Review Board. The exterior surface of a Residential Unit or any other structure or improvement shall be stone, stucco or brick and must first be approved by the Design Review Board.

(b) No external roofing material, other than architectural dimensional shingles, cedar shake, slate, concrete or tile shingles shall be used on any structure or improvement and all roofing materials used must be approved by the Design Review Board. No roofing material may be lighter than three hundred forty (340) pounds per square. All roofing materials must be applied in accordance with the manufacturer's specifications.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any Residential Unit, building, improvement or structure within the Properties.

(d) Building, Location. Unless specifically waived in writing the Design Review Board must approve the location of the Residential Unit, building or structure before any construction is commenced.

Section 4. Basis for Disapproval of Plans. The Architectural Committee shall have the right to disapprove of any plans and specifications submitted hereunder because of any of the following:

(a) failure of such plans or specifications to comply with any of the Restrictions;

(b) failure to include information in such plans and specifications as may have been reasonably requested;

(c) objection to the exterior design, appearance or materials of any proposed Structure;

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(d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;

(e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;

(f) objection to the site plan, clearing plan, drainage plan or landscaping plan for any Lot;

(g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;

(h) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Lot; or

(i) any other matter which, in the judgment of the Architectural Committee, would render the proposed structure, structures or uses inharmonious with the general plan of improvements of the property or with structures or uses located upon other Lots in the vicinity.

(j) Approval of any such plans shall terminate and be rendered void if construction is not commenced within six (6) months after such approval unless extended by written agreement of the Architectural Committee.

(k) In any case where the Architectural Committee shall disapprove of any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 5. Returning a Copy of Plans. Upon approval by the Architectural Committee of any plans and specification submitted hereunder, a copy of such plans and specifications, bearing such approval in writing, shall be returned to the applicant submitting the same.

Section 6. Site to be Staked Prior to Tree Cutting. After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Committee before tree cutting is done. No tree may be cut or removed without consent of the Architectural Committee until the building plans, site plans, and site staking are approved by the Architectural Committee.

Section 7. Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall effect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or

specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (a) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (b) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question. Any plan submitted must be approved or disapproved by said committee within fifteen (15) days of receipt of same unless an extension is requested by the committee which extension shall not be for a period of time exceeding thirty (30) additional days.

Section 8. Failure to Obtain Approval. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions hereof, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Declaration, and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation.

If the Lot owner fails to take reasonable steps toward the removal or termination of any violation within fifteen (15) days after the

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notice of such a violation exists, Declarants shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided herein shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien or a notice of said lien shall have been filed in Forsyth County prior to the recordation among the Deed Records of Forsyth County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

Section 9. Inspection and Testing Rights: Any agent of Declarants or the Architectural Committee may at any reasonable time enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and neither Declarants, nor the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 10. Waiver of Liability: Neither the Committee, nor any Architect nor agent thereof, nor Declarants, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or

claim against the entities and persons referred to herein for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

Section 11. Failure of Architectural Committee to Act. In the event the Architectural Committee fails to respond (i.e., by taking action or requesting an extension of time) to a request for review within thirty (30) days after said plans and specifications have been submitted to the Committee, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

Without the prior written approval of the Architectural Committee:

Section 1. No previously approved Structure shall be used for any purpose other than that for which it was originally designed;

Section 2. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;

Section 3. Pre-manufactured housing is not acceptable. No residence in whole or in part, may be constructed off-site and relocated to a Lot. This includes any pre-existing structure being relocated from another site to a Lot in the Subdivision. Only on site, stick built houses will be allowed. This is not meant to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home.

Section 4. Any T.V. antenna, radio antenna, solar panels, or satellite dish (over 24" dia.) must be inside an enclosed structure, such as an attic, and must not be visible. Satellite dishes less than

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24" dia. may be located outside but must not be visible from other homes.

Section 5. No boats, boat trailers, buses, trailers, motor homes or any similar items shall be stored on any lot for a period of time in excess of 24 hrs.

Section 6. No temporary houses, trailers, garages, shacks or tents shall be erected on any of the Lots in said unit; and no such Lot, nor the house situated thereon, may be used for as a school, kindergarten, daycare facility or business of any nature. All Lots shall be used for single family residence purposes only and no such Lot shall be subdivided. Properties designated as "recreational" and owned by the Association may be used for recreational purposes. Notwithstanding the foregoing, Declarants shall be permitted to maintain a Sales Center trailer and a trailer for use by builders until all Lots are sold.

Section 7. No lumber, metals, bulk materials (except lumber, metals or bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, with the exception of building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by collection on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and

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the manner of storage of the same on the Property. No Lot shall be used as a dumping ground for rubbish, trash or garbage.

Section 8. All driveways shall be made of concrete or other approved surfaces.

Section 9. No dwelling located in the Subdivision shall be more than three (3) stories in height, excluding basement.

Section 10. No dwelling located on the Property set forth in Exhibit "A" shall have heated living area, exclusive of garages, carports, porches, terraces, basements and bulk storage, even if finished, of less than 7,000 square feet for a one story residence and 8,000 square feet for a two story residence. All ceilings shall be a minimum of 9 feet high.

Section 10. Commercial vehicles, of all types and kinds, are prohibited from being parked within the Subdivision for a period of time exceeding twenty-four (24) hours except during the construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of commercial vans, trucks, pick-up trucks and automobiles bearing commercial insignias larger than one foot square. All vehicles regularly parked on a property must have an approved parking space.

Section 11. No concrete blocks, either in buildings or in walls or fences, shall be used above ground elevation unless said blocks are covered with brick, stone, stucco, or other material specifically approved in writing by the Architectural Committee.

Section 12. Before any house may be occupied, it must be completely finished on the exterior in accordance with plans approved by the Architectural Committee; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover

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and the driveway surface must be paved or the surface approved by the Architectural Committee.

Section 13. All tennis courts, swimming pools, and hot tubs located on any Lot must be approved by the Architectural Review Committee. All swimming pools shall be below ground and surrounded by decorative fence approved by the Architectural Committee. All pool equipment must be visually screened. Tennis courts, swimming pools, and hot tubs must be submitted to the Architectural Committee and approval in writing must be received prior to clearing or grading.

Section 14. No water pipe, gas pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 15. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 16. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless deemed by the Architectural Committee, to be compatible with a high quality residential neighborhood.

Section 18. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

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Section 19. The design of all mailboxes must be approved by the Architectural Committee in writing.

Section 20. All fencing must be approved by The Architectural Committee prior to erection. All fencing must be wrought iron.

Section 21. In order to avoid unsightly and aesthetically offensive structures, the location, construction details and exterior design of tree houses and play structures must be approved by the Architectural Committee before the commencement of construction.

Section 22. No obnoxious, offensive, or illegal activities shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 23. As stated in Article VI, Section 2, paragraph (e), construction of the residential building is to be completed within (12) months from the date of beginning construction. In addition to all other rights and remedies for breach of these Restrictions, in the event this restriction is not fully complied with, Developer shall have the right, but not the obligation, to re-purchase the Lot for an amount not to exceed the purchase price paid Developer for the Lot without interest, plus the certified expenses of improvement made thereon.

Section 24. All yards must be sod (or other landscape material approved by the Architectural Committee) from sideline to sideline of each lot, from the front plain of the house to the street and, on corner lots, from the base of the house to the curb.

Section 25. Annoyance or Nuisances. No noxious or offensive activity shall be carried on, within or upon any Lot or Residential Unit, nor shall anything be done thereon which may become an annoyance to the surrounding Lots. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or sound devices or

any outside speaker system, except those devices used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any Residential Unit unless required by law or approved in writing by the Architectural Committee. Any siren or device for security purposes shall contain a device which causes it to automatically shut-off within a reasonable time after sounding. The display or shooting of fireworks, or firecrackers is expressly forbidden; provided that the Declarants expressly reserve unto itself and the Association the right to provide organized displays of the same.

Section 26. Unsightly or Unkept Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkept condition from existing on or within his or her Lot and Residential Unit. Any items such as outside patio furniture or other articles that can be viewed from the street, Lake Lanier or Common Areas shall be maintained in a neat and attractive condition as determined by the Board. The pursuit of lobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions may not be pursued or undertaken within or on any part of the Properties.

Section 27. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot nor within any Residential Unit, except that dogs, cats or other usual household pets may be kept by the respective Owners of their respective Lots and within their respective Residential Unit, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the Owners of any other Lots within the

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Subdivision; provided that the Board of Directors may, by adoption of Rules and Regulations, (a) prohibit from the Properties animals which are determined by the Board to be dangerous or detrimental to the health, safety or welfare of the Owners and (b) prohibit any respective pet from travel upon or use of the Common Area unless the owner of such pet pays a user fee to the Association in an amount determined by the Board. In addition, Rules and Regulations may include but not be limited to the prohibition of animals as to size, weight or type. No pet enclosure shall be erected, placed or permitted to remain on any Lot subjected to this Declaration except as approved pursuant to Article IX. In the event a pet or pets become a nuisance in the opinion of the Declarants or the Board, they shall be removed from the Properties. All animals, as are permitted herein, shall be kept and maintained in accordance with the Rules and Regulations established by the Board.

Section 28. Clotheslines, Garbage Cans, Woodpiles, etc. All garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, Residential Units, streets and Common Areas. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Subject to Declarants' reserved rights, no Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage, or other rubbish shall not be kept on any Lot, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. All such sanitary containers shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon

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such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure. Exterior clotheslines are expressly prohibited on any Lot.

Section 29. Lighting. Notwithstanding any language contained herein to the contrary, the following exterior lighting may be installed without the necessity of obtaining the prior approval of the Design Review Board:

- (a) Seasonal decorative lights during the Holiday season;
- (b) Reasonable illumination of model homes and entrance features constructed by the Declarants.
- (c) Other lighting originally installed by the Declarants.

Plans for all other exterior lighting must be submitted and approved by the Architectural Committee.

Section 30. Firearms. The use of firearms in the Common Areas or within the Properties is strictly prohibited. The term "firearms" includes "Bee-Bee" guns, pellet guns and firearms of all types, regardless of size.

Section 31. Motor Vehicles, Trailers, Boats, etc. Without prior written approval and authorization of the Board of Directors, no boats, boat trailers, campers, canoes, motorcycles, mopeds, all terrain vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes, abandoned vehicles, vehicles which are either dismantled, partially dismantled, inoperative, discarded or one which does not have a valid license plate attached thereto, shall be stored, allowed to remain, or repeatedly parked on the

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Properties subject to this Declaration, except in any area, if any, designated by the Board of Directors. No vehicles shall be parked on the Common Area other than in authorized parking areas. No vehicles shall be parked or stored on blocks or other such devices on the Common Areas or other portion of the Properties visible from the Common Areas. No vehicles shall be parked so as to obstruct the fire lanes or roadways within the Properties. Even if permitted to be stored on an Lot, in no event may boat trailers, boats, campers, motorcycles, mopeds, all terrain vehicles, vehicles primarily used for recreational or commercial purposes be stored in any street right-of-way or on driveways. The Association is expressly authorized to remove, by towing or other methods, at the Owner's expense, any unlawful or prohibited vehicle in violation hereof.

Section 32. Leasing. Residential Units may be leased for residential purposes only. Except as applicable to a prior move-in by an occupant who has such occupied Residential Units under contract for purchase, all leases shall have a minimum term of six (6) months unless prior written approval is given by the Board. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, and Rules and Regulations of the Association and shall also obligate a tenant to comply with such documents.

Section 33. Drainage. Natural drainage of streets, Lots, or roadway ditches will not be impaired by any Owner. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into a ditch or diverting flow. Declarant or the Board may remove any culvert that obstructs the flow of water through the street ditches. The breaking of curbs for drive installations will be accomplished in a good and workmanship-like manner. Such break will be

installed without hindrance to drainage and such work is subject to inspection and approval.

Section 34. Prohibition of Timesharing. No arrangement such as time-share estates, time-share intervals, time-share programs, time-share projects and time-share uses as might be subject to registration under the Georgia Timeshare Act (O.C.G.A. §44-3-160 et. seq.) nor any other plan, scheme, idea, or similar device, whether by membership, agreement, tenancy-in-common, sale, lease, deed, rental agreement, license, right to use agreement, whereby a purchaser or other consumer, in exchange for and in consideration, receives the right to use or an interest in accommodations or facilities, or both, for a specific period of time less than a full year but not necessarily for consecutive years, and which extends for a period of more than three (3) years shall be permitted within the Properties.

Section 35. Enforcement. Each Owner and occupant of a Lot or Residential Unit thereon shall comply strictly with this Declaration, the By-Laws, the Design Standards and Rules and Regulations of the Association, as any of the same may be amended from time to time.

ARTICLE VIII

GENERAL PROVISIONS

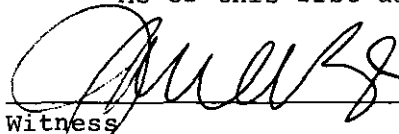
Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

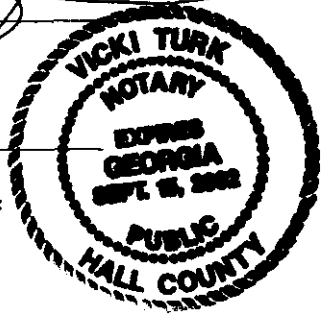
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they can be renewed and extended, either in whole or in part, for successive periods of ten (10) years if signed by two-thirds (2/3) of the owners and filed for recording among the Deed Records of Forsyth County, Georgia, provided, that each such agreement shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they are renewed. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded among the Deed Records of Forsyth County.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members provided, however, that additional property may be annexed into the subdivision by the Declarant only if it lies within or is contiguous to the tract of land described in Exhibit "A" attached hereto and incorporated herein by reference.

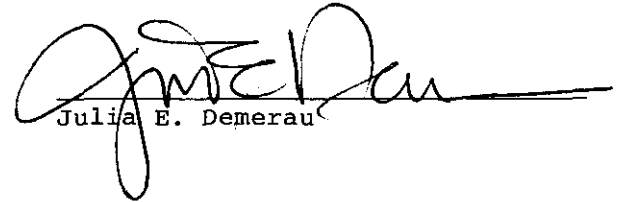
As of this 21st day of April, 1999.


Witness


Notary Public
My Commission Expires:




L. Scott Demerau


Julia E. Demerau

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Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 1086 of the 14th District Forsyth County, Georgia and being 5.17 acres including Lots 1-8 and easement area on a plat of survey dated December 7, 1998 and prepared for Scott Demerau by Moreland Altobelli Associates, Inc. Georgia Registered Land Surveyors, which plat is recorded in Plat Book 56, page 11, Forsyth County, Georgia Plat Records and is incorporated herein by reference for a more complete description.