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**DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS
FOR
PARK BROOKE AT PARK BRIDGE**

Prepared By:
David N. Dorough, Jr., Esq.
DODSON, FELDMAN & DOROUGH
Attorneys At Law
6000 Lake Forrest Drive, N.W., Suite 300
Atlanta, Georgia 30328-3896
(404) 250-9800

DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS

FOR

PARK BROOKE AT PARK BRIDGE

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-EXHIBITS-

<u>Exhibit</u>	Name
"A"	Property Submitted
"B"	Additional Property Which May Unilaterally Be Submitted By Declarant
"C"	Bylaws of Park Brooke Community Association, Inc.

DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS

FOR

PARK BROOKE AT PARK BRIDGE

THIS DECLARATION is made on the date hereinafter set forth by PARK BROOKE, L.P., a Georgia limited partnership (hereinafter sometimes called "Declarant");

BACKGROUND STATEMENT

Declarant is the owner of the real property described in Section 2.01 of this Declaration (or if not the owner, Declarant has the written consent of the Owner to subject such property to this Declaration).

Declarant desires to subject the real property described in Section 2.01 hereof 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. Declarant desires to provide a flexible and reasonable procedure for the overall development of Park Bridge, the planned unit development containing Park Brooke and the interrelationship of the association established pursuant to this Declaration, the other owners associations within Park Bridge and the owners of commercial property within Park Bridge.

W I T N E S S E T H

NOW, THEREFORE, Declarant hereby declares that the real property described in Section 2.01 of this Declaration is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby and hereafter made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

Article I
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

1.01 "Association" means Park Brooke Community Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.02 "Board of Directors" or "Board" means the appointed or elected body of the Association, having its normal meaning under Georgia law.

1.03 "Bylaws" means the Bylaws of Park Brooke Community Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference.

1.04 "Commercial Association" refers to Park Bridge Owners Association, Inc., a Georgia nonprofit corporation which was formed pursuant to and administers that certain Declaration of Protective Covenants for The Commercial Area of Park Bridge, recorded on December 18, 1987 in Book 11234, page 001, et seq., of the Fulton County, Georgia land records.

1.05 "Common Property" means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.06 "Community" refers to that certain real property and interests therein described in Exhibit "A", attached hereto, and (a) such additions thereto as may be made by Declarant by Supplementary Declaration of all or any portion of the real property described in Exhibit "B" attached hereto; and (b) such additions thereto as may be made by the Association by Supplementary Declaration.

1.07 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

1.08 "Declarant" means Park Brooke, L.P., a Georgia limited partnership and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A", attached hereto, or in Exhibit "B", attached hereto,

and provided further, in the instrument of conveyance to any such successor-in-title or assign (or a separate recorded instrument of assignment), such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A" and Exhibit "B", attached hereto, which is now or hereafter subjected to this Declaration, there shall be only one "Declarant" hereunder at any one point in time.

1.09 "Lot" means any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with the title to each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, together with membership in the Association.

1.10 "Mortgage" means any and all instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.11 "Mortgagee" means the holder of a Mortgage.

1.12 "Occupant" means any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, including, without limitation, the Owner and any tenant of the Owner of such property.

1.13 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.14 "Park Bridge" means the master planned multi-use development located in the City of Alpharetta, Fulton County, Georgia which is generally known by that name, including all of the property which is now or hereafter made a part of Park Bridge pursuant to applicable zoning ordinances and procedures.

1.15 "Person" means any legal entity, including, without limitation, any natural person, corporation, joint venture, partnership (general or limited), or association.

1.16 "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional restrictions and obligations on the land described therein.

1.17 "Total Association Vote" means the votes attributable to the entire membership of the Association (including votes of Declarant) as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, a majority of the Total Association Vote is required to approve a matter, such matter must receive more than half of the votes attributable to all existing members of the Association as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. As a further illustration, if a majority vote is required to approve a matter (and the term Total Association Vote is not used), such matter must receive more than half of the votes cast by the members entitled to vote on the matter.

Article II Property Subject To This Declaration

2.01 Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.02 Other Property. Only the real property described in Section 2.01 is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

Article III Association Membership and Voting Rights

3.01 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be

as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast nor office held for each Lot owned.

3.02 Voting. Members shall be entitled to one vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the vote attributable to such Lot shall be suspended in the event more than one Person seeks to exercise it.

Article IV Assessments

4.01 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.02 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments or charges; (b) special assessments; and (c) specific assessments against any particular Lot pursuant to the terms of this Declaration, including, but not limited to, reasonable fines. All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or 18% per annum on the principal amount due, costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

The Association shall, within five days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth any unpaid assessments constituting a lien on a specified Lot. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

General assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by the Board, the assessment shall be paid in one annual installment.

4.03 Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least 30 days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the consent of Declarant so long as Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue for the succeeding year.

4.04 Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time if approved by two-thirds of the Total Association Vote and the consent of Declarant so long as Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community. Special assessments shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessments are imposed.

4.05 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs of collection, including, without limitation, reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; (b) liens for all sums secured by a first Mortgage duly

recorded in the land records of the county where the Lot is located; or (c) liens for all sums secured by a Mortgage to Declarant duly recorded in the land records of the county where the Lot is located.

All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to liens for future assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

4.06 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any member who has not paid within ten days following the due date. In the event that the assessment remains unpaid after 60 days, the Association may institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage or convey the same.

No Owner may waive or otherwise exempt such Owner from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or order or directive of any governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs of collection, then to late charges, then to interest and then to delinquent assessments.

4.07 Date of Commencement of Assessments. The assessments provided for herein shall commence as to a Lot subject to this

Declaration on the first day of the month following the conveyance of such Lot to a Person who has not purchased such Lot for the purpose of construction of a residence and resale of such Lot and residence. Lots which have not been so conveyed shall not be subject to assessment. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

4.08 Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board may also specifically assess Owners for the following Association expenses (except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein):

(a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefitted according to the benefit received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

4.09 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Community. No Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

Article V
Maintenance; Conveyance of Common Property to Association

5.01 Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain: (a) all entry features for the Community including the expenses for water and electricity, if any, provided to such entry features; (b) Community landscaping originally installed by the Declarant, whether or not such landscaping is on a Lot, privately owned property or public right-of-way; (c) any storm water drainage facilities serving the Community, if and to the extent such facilities are not maintained by public bodies, property owners outside of the Community or the Commercial Association; (d) all property outside of Lots located within the Community which was originally maintained by Declarant; and (e) all Community recreational facilities, including, without limitation, payment for water and electricity provided to such facilities.

The Association shall pay a share of the costs (including, without limitation, insurance and administrative costs) incurred by the Commercial Association and/or any other owners association in Park Bridge in maintaining property benefitting Owners. Such property shall include, without limitation, regional storm water drainage facilities, greenbelt, open space, right-of-way, street signs, entry features, buffers and recreation areas located within or serving Park Bridge. All such costs shall be equitably allocated between the Association, the Commercial Association, other owners associations and benefitted parties as determined by a joint committee established by, and under the auspices of, the Commercial Association, or any other association conducting said maintenance, and containing representatives of all owners of property in Park Bridge.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, and to enter into easement and cost sharing agreements regarding such property where the Board has determined that such action would benefit one or more Owners.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, guests or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

5.02 Owner's Responsibility. Except for maintenance performed on a Lot by the Association or the Commercial Association pursuant to Section 5.01, if any, all maintenance of the Lot and all structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

5.03 Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement or other property interest. Such conveyance shall be accepted by the Association and the property shall thereafter be Common Property to be maintained by the Association for the benefit of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

Article VI Use Restrictions and Rules

6.01 General. This Article, beginning at Section 6.02, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Section 14.04 hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without a vote of the members, promulgate, modify or delete rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall

thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the consent of Declarant so long as Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community.

6.02 Residential Use. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on within any Lot at any time except with the prior written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. However, the Board may permit a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of this Declaration or the Bylaws, does not create a disturbance, may not be detected from outside of the Lot and does not unduly increase traffic flow or parking congestion. The Board may issue rules and regulations regarding permitted business activities.

6.03 Architectural Standards. No exterior construction, alteration, addition or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant or is approved in accordance with this Section or is otherwise expressly permitted herein. No exterior construction, addition, erection or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by an Architectural Review Committee. The Architectural Review Committee may be divided into two subcommittees, with one subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ architects, engineers or other Persons as it deems necessary to enable the Architectural Review Committee to perform its review. Written design guidelines and procedures may be promulgated for the exercise of this review, which guidelines may provide for a review fee. So long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community, the Declarant shall have the right to appoint all members of the Architectural Review Committee. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the Architectural Review Committee.

If the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within 60 days after the plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, each Owner, on behalf of such Owner and such

Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any change, modification, addition or alteration. In the discretion of the Architectural Review Committee, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Architectural Review Committee shall be the sole arbiter of all plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board, its representatives or the Architectural Review Committee shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in Section 14.01 hereof, record in the appropriate land records a notice of violation naming the violating Owner.

The approval of the Architectural Review Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring approval or consent of the Architectural Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, or drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Notwithstanding anything to the contrary contained herein, the Architectural Review Committee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws, the architectural guidelines and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions or hardship, or required by aesthetic or environmental considerations and would not be inconsistent with the overall scheme of development for the Community. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for the Community, or (c) estop the Architectural Review Committee from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS AND BY APPROVING SUCH

PLANS AND SPECIFICATIONS NEITHER THE ARCHITECTURAL REVIEW COMMITTEE, THE MEMBERS THEREOF, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL REVIEW COMMITTEE, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL REVIEW COMMITTEE, THE BOARD OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND DOES HEREBY RELEASE, REMISE, QUITCLAIM AND COVENANT NOT TO SUE FOR ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

6.04 Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Declarant or the Architectural Review Committee. Notwithstanding the foregoing, "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

6.05 Vehicles; Parking. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans, and automobiles. Unless and except to the extent that the Occupants of a Lot shall have more vehicles than the number of parking areas serving their Lot, all vehicles shall be parked within such parking areas. Where the Lot contains a garage, "parking areas" shall refer to the number of garage parking spaces and two additional spaces located in the driveway of each Lot. All single-family detached homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle shall be considered a nuisance and may be removed from the Community by the Board of Directors. Any towed vehicle, boat, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go-cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than 24 hours each shall be considered a nuisance and may be removed from the Community by the Board of Directors. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

Vehicles shall be parked only in appropriate parking spaces or designated areas. No on-street parking, other than in connection with special events as approved by the Board of Directors, shall be permitted within the Community. All parking shall be subject to such rules and regulations as the Board may adopt.

6.06 Leasing. Lots may be leased for residential purposes. All leases shall have a minimum term of at least six months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association. The lease shall also obligate the Occupants to comply with the foregoing.

6.07 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and design guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

6.08 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number as determined by the Board. No pets shall be kept, bred or maintained for any commercial purpose.

6.09 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No property

within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot.

6.10 Unsightly or Unkempt Conditions. The pursuit of hobbies 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 unkempt conditions, shall not be pursued or undertaken in any part of the Community.

6.11 Antennas. No exterior antennas of any kind shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Review Committee. No free standing antennas, visible from outside the Lot, shall be placed on any Lot including, without limitation, satellite dishes. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

6.12 Tree Removal. No trees that are more than six inches in diameter at a point 12 inches above the ground shall be removed without the prior written consent of the Architectural Review Committee. However, no ornamental or flowering trees, including, without limitation, dogwood trees, cottonwood trees, cherry trees or apple trees, regardless of diameter, shall be removed without the prior written consent of the Architectural Review Committee.

6.13 Drainage. Catch basins, retention ponds, detention ponds and drainage areas are for the purpose of controlling the

natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains.

6.14 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

6.15 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view from neighboring streets and property. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris or other waste matter of any kind may not be burned within the Community.

6.16 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Review Committee. Declarant, however, hereby expressly reserves the right to replat any Lot(s) owned by Declarant. Any such division, boundary line change, or plat revision shall not be in violation of the applicable subdivision and zoning regulations.

6.17 Guns. The use of firearms in the Community is prohibited. The term "firearms" includes, without limitation, "B-B" guns, pellet guns and firearms of all types.

6.18 Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot without the prior written consent of the Architectural Review Committee. Under no circumstances shall any fence be placed, erected, allowed or maintained upon any Lot closer to the street than the front of the residence located on the Lot. The Architectural Review Committee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link or barbed wire fence be approved. The Declarant and the Association may erect any type of fence on the Common Property or elsewhere within the Community as may be deemed appropriate by the Board of Directors or as necessary to satisfy the requirements of any law, regulation or government entity.

6.19 Utility Lines. Except as may be permitted by the Declarant or the Architectural Review Committee, no overhead utility lines, including lines for cable television, shall be permitted within the Community.

6.20 Air-Conditioning Units. No window air conditioning units may be installed.

6.21 Lighting. Exterior lighting on any Lot visible from the street shall not be permitted, except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light; (c) street lights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights; (e) front house illumination of model homes; or (f) other lighting approved by the Architectural Review Committee.

6.22 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags and similar items must be approved by the Architectural Review Committee.

6.23 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee.

6.24 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the Architectural Review Committee and in no event shall any above-ground swimming pool be permitted.

6.25 Gardens, Play Equipment and Pools. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals) or pool to be erected on any Lot may be located other than between the rear dwelling line and the rear lot line, without the prior written consent of the Architectural Review Committee.

6.26 Mailboxes. All mailboxes serving Lots shall be approved by the Architectural Review Committee. Identical replacement mailboxes may be installed without further approval; but no modification to or change in mailboxes may be made without the approval in writing of the Architectural Review Committee.

6.27 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

6.28 Entry Features. Owners shall not alter, remove or add improvements to any entry features constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the Architectural Review Committee.

6.29 Exteriors. Except as may be permitted by the Architectural Review Committee, the exterior of all improvements including, without limitation, homes must be repainted in a color used in the original construction of homes within the Community. No home exterior shall be constructed of natural, untreated wood. All such wood exteriors must be painted or stained.

6.30 Wetlands, Lakes and Other Water Bodies. All wetlands, lakes, ponds, storm water retention or detention ponds and streams within the Community shall be aesthetic amenities used for storm water drainage and certain permitted utility easements only, no other use thereof shall be permitted. Neither the Association nor the Declarant shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of wetlands or streams within the Community. No Owner shall have any right to pump or otherwise remove water from, nor to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in, any wetlands, storm water retention or detention ponds or streams within the Community. Applicable government agencies and the Declarant, so long as the Declarant owns any property subject to the Declaration or has the unexpired right to annex additional property to the Declaration, and thereafter the Association, shall have the sole right to control the water level of any body of water located within the Community and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any wetlands, storm water retention or detention ponds and streams within the Community. Provided however, the Declarant, so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community, and thereafter the Association, may authorize the construction of such utility lines or other improvements in wetlands, lakes, ponds, storm water retention or detention ponds and streams within the Community as may be permitted by governmental authorities for utility lines or sewer crossings or otherwise. The Association, the Commercial Association and any applicable public or private utility may maintain such improvements, if any.

Article VII Insurance and Casualty Losses

7.01 Insurance on Common Property. The Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Property, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage, including vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company authorized to do business in Georgia.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, Occupants or their Mortgagees and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the area where the Community is located.

(e) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, the manager of the Association, if any, the Owners and their respective tenants, servants, agents and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, not renewed, invalidated or suspended on account of any defect or the conduct of any director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled, not renewed or substantially modified without at least 30 days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws and a fidelity bond on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall at least equal three months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, not renewed or substantially modified without at least 30 days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage and flood insurance, if and to the extent necessary to satisfy applicable requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs or the U.S. Department of Housing and Urban Development.

7.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses

under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, to acquire the insurance required to be maintained by an Owner if an Owner fails to provide a valid policy to the Association with a prepaid receipt within ten days after receipt by the Owner of a written request from the Association. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Lot as a specific assessment.

7.03 Damage and Destruction -- Insured by Association.

Immediately after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 60 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least 75% of the Total Association Vote and the consent of Declarant so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed 60 days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or

reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

7.04 Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within 75 days after such damage or destruction or, where repairs cannot be completed within 75 days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within 75 days after such damage or destruction.

Article VIII Condemnation

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Property, unless within 60 days after such taking, an alternative plan is approved by at least 75% of the Total Association Vote and the consent of Declarant, so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community. The provisions of Section 7.03, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article IX Annexation of Additional Property

9.01 Unilateral Annexation By Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option from time to time and at any time until seven years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being subjected. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless a

later effective date is provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of existing Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

The rights reserved unto Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant or any successor-in-interest to the Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use of such additional land, whether or not such use is consistent with the covenants and restrictions contained herein.

9.02 Other Annexation. Upon the written consent of (a) the owner(s) thereof, (b) the Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community) and (c) the Owners of at least two-thirds of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the owner of the property being annexed and the President of the Association whose signature shall be attested by the Secretary of the Association and any such annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

Article X Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

10.01 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Lot number, therefore becoming an "eligible holder") will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of 60 days and any default in the performance by the Owner of any other obligation under the Declaration or Bylaws which is not cured within 60 days; and

(c) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

10.02 No Priority. No provision of this Declaration or the Bylaws gives any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

10.03 Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

10.04 VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U.S. Department of Housing and Urban Development ("HUD") for insuring or the U.S. Department of Veterans Affairs ("VA") for guaranteeing any Mortgage in the Community the following actions shall require the prior approval of the VA and/or HUD as applicable: annexation of additional property to the Community, except for annexation by Declarant in accordance with Section 9.01 hereof pursuant to a plan of annexation previously approved by the VA and/or HUD, as applicable; dedication of Common Property to any public entity; merger, consolidation or dissolution of the Association; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

10.05 Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, with the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community), but without the approval of any of the other Owners, may amend this Article to reflect such changes.

Article XI
Easements

11.01 Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of Persons who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;

(ii) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the Community recreational facilities, if any, for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of the Owners of at least two-thirds of the Lots and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community), to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community (Regardless of any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community.);

(iv) the right of the Association to dedicate or grant licenses, permits or easements over, under and through the Common Property to government entities for public purposes; and

(v) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of Owners of at least two-thirds of the Lots and the Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community).

(b) Any Owner shall be deemed to have made a delegation of such Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the Occupants of such Owner's Lot and the Owner and Occupants may further delegate such rights to their guests when accompanied by an Owner or Occupant.

11.02 Easements for Utilities. There is hereby reserved to the Declarant, so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community, a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installation, alteration, repairing, replacing and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, storm water drainage, sanitary sewer, telephone and electricity and any other service such as, but not limited to, a master television antenna system, cable television system or security system which the Declarant decides to have installed to serve the Community. The Declarant shall have the right to alter drainage and water flow and/or install, repair, replace and maintain such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant shall have the right to grant such easement. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property and damage shall be repaired by the Person causing the damage at its sole expense.

11.03 Easement for Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, Bylaws, and rules, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after

notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of fire, slope erosion or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner.

11.04 Easement for Maintenance. Declarant hereby grants to the Association a perpetual easement across the exterior portions of all Lots as may be reasonably necessary for the maintenance required under Section 5.01. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractors at their sole expense.

11.05 Construction and Sale Period Easement. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations and architectural guidelines, Declarant reserves an easement, so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community, across the Community for Declarant and any builder approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's and such builder's development, construction and sales activities related to property described on Exhibit "A" and Exhibit "B" to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to grant easements over, under, in or on the Community, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to construct recreational facilities on Common Property; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant and any such builder may

use residences, offices or other buildings owned or leased by Declarant or such builder as model residences and sales offices and may also use Community recreational facilities as a sales office without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's written consent until the Declarant's rights hereunder have terminated as hereinabove provided.

Article XII Use of Recreational Facilities by Nonmembers

12.01 Rights Reserved by Declarant. For so long as Declarant has an option to unilaterally subject additional property to this Declaration as provided in Section 9.01 hereof, Declarant shall have the right to grant to Persons who are not members of the Association the right to use the Community recreational facilities. The extent and duration of nonmember use and the fee to be charged therefor shall be determined solely by Declarant. The Declarant may grant nonmember use rights to individuals on a nonrenewable annual basis or as an easement appurtenant to such individuals' residential real property so that such use rights shall automatically inure to the benefit of both the original grantees and their respective successors-in-title to such real property. Nonmember user fees shall be paid to the Association. Unless otherwise provided by the Board of Directors, such fees shall be paid in annual installments. The amount of such payments may be increased each year by the Board so long as the annual fee does not exceed the annual general assessment levied against members of the Association.

Any use right granted to nonmembers which extends beyond the termination of Declarant's option to unilaterally subject additional property to this Declaration shall be valid and may not be terminated by the Association so long as the terms and conditions imposed upon nonmember use by Declarant are complied with by the nonmember user.

12.02 Right and Easement of Use. Declarant hereby expressly reserves unto itself, its successors and assigns a non-exclusive, perpetual right, privilege and easement with respect to the Community for the benefit of Declarant, its successors, assigns and the above discussed nonmember users, over, under, in and/or on the Community (including, without limitation, the above described recreational facilities), without obligation and without charge to the foregoing, for the purposes of taking all actions related to or connected with the granting of nonmember use and the use by such nonmembers as described

above. Such right, privilege and easement shall include, without limitation, the right of access, ingress, use and egress of and to the above described recreational facilities and the right of access, ingress, use and egress for vehicular and pedestrian traffic over, under, on or in the Community roads, parking areas and walkways.

12.03 Remedy of Association Upon Failure to Pay User Fees. Declarant shall not be liable for and is hereby held harmless from any failure of any nonmember to pay a nonmember user fee to the Association. In such case, the Association's sole remedy hereunder shall be to suspend the use right of the nonmember who has not timely paid until all amounts owed are paid. Declarant shall also not be liable for and is hereby held harmless from any personal injury or property damage caused by a nonmember entitled to use the Community recreational facilities. The provisions of this Section shall apply notwithstanding any contrary provisions in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, use restrictions and any amendments to any of the foregoing.

12.04 Right of Association to Grant Nonmember Use Rights. After the Declarant's option to unilaterally subject additional property to this Declaration has terminated, the Association shall be entitled to grant nonmember use rights to the same extent as the Declarant could grant under this Article XII.

12.05 Capacity of Facilities. The rights granted under this Article for use of the Community recreational facilities shall be subject to any applicable limitations on bathing load for any swimming pool that may be a part of such facilities and other limitations on capacity of any of such facilities as may be established by any applicable government law, ordinance, rule or regulation. Waiting lists may be established by the Board of Directors with persons holding or seeking rights pursuant to Section 12.01 above having first priority and persons holding or seeking rights under Section 12.04 having second priority.

Article XIII General Provisions

13.01 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations and use restrictions, as amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration, the recorded subdivision plats for the Community and in the deed to such Owner's Lot. The Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief or both,

maintainable by the Association, the Declarant or an aggrieved Owner. Failure by the Declarant, the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or design guidelines and to assess the cost of recording and removing such notice against the violating Owner as a specific assessment.

13.02 Self-Help. In addition to any other remedies provided for herein, the Association, the Declarant, the Architectural Review Committee or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the violating Lot Owner shall be given ten days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner as a specific assessment.

13.03 Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, perpetually to the extent provided by law; provided, however, so long as, and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds of the Lots and the Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community) has been recorded within the year immediately preceding the beginning of a ten-year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of an interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

13.04 Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company, including, without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing. Further, so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent of at least two-thirds of the Lot Owners and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community). Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein.

13.05 Partition. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Lots located within the Community.

13.06 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine and feminine.

13.07 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

13.08 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

13.09 Preparer. This Declaration was prepared by David N. Dorough, Jr., Esq., Dodson, Feldman & Dorough, 6000 Lake Forrest Drive, N.W., Suite 300, Atlanta, Georgia 30328-3896.

13.10 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

13.11 Indemnification. To the fullest extent allowed by applicable Georgia law, the Association shall indemnify every officer, director and committee member against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and

officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

13.12 Inspection of Books and Records. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the costs of reproducing copies of documents. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

13.13 Financial Statements. Financial statements shall be prepared annually in the manner as the Board of Directors may decide; provided, however, after having received the financial statements, the Owners, by a majority of the Total Association Vote and the consent of Declarant so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community, may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within 90 days of the date of the request.

13.14 Notice of Sale, Lease or Acquisition. In the event that an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee, as the case may be, and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

13.15 Agreements. Subject to the prior approval of Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community) all

agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors, shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

13.16 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least 75% of the Total Association Vote and the consent Declarant so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to *ad valorem* taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Declarant herein hereby executes this instrument by and through its duly authorized General Partners and under seal, this 26th day of January, 1993.

DECLARANT: PARK BROOKE, L.P., a Georgia limited partnership

By: [Signature] (SEAL)
Thomas W. Fuqua Sr., General Partner

Signed, sealed, and delivered in the presence of:

[Signature]
WITNESS
[Signature]
NOTARY PUBLIC
My Commission Expires: Nov 11 1993

(AFFIX NOTARY SEAL)

By: [Signature] (SEAL)
Thomas W. Fuqua, Jr., General Partner

Signed, sealed, and delivered in the presence of:

[Signature]
WITNESS
[Signature]
NOTARY PUBLIC
My Commission Expires: Nov 11 1993

(AFFIX NOTARY SEAL)

(SIGNATURES CONTINUED ON NEXT PAGE)

Louis Newman (SEAL)
Louis Newman, General Partner

in the presence of

[Signature]

WITNESS

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

Property Submitted To This Declaration of Protective
Covenants and Easements Upon Filing in the Public Records

All that tract or parcel of land lying and being in Land Lots 92, 93 and 118 of the 1st District, 1st Section of Fulton County, Georgia, and being designated as Lots 1-32 (inclusive) Block "A" and Lots 1-14 (inclusive) Block "B" as more particularly shown on that certain Final Plat of Unit One Phase One Park Brook, prepared by Watts & Browning Engineers, Inc., dated January 4, 1993, containing the seal of G. M. Gillespie G.R.L.S. No. 2121 and recorded on _____, 1993 in Plat Book _____, page _____, Fulton County, Georgia land records reference to said plat of survey and the record thereof being hereby made for a more complete description.

EXHIBIT "B"

Additional Property Which May Unilaterally
Be Submitted To This Declaration of Protective
Covenants and Easements by Declarant

All that tract or parcel of land lying and being in Land
Lots 50, 51, 52, 80, 81, 82, 83, 90, 91, 92, 93, 118, 119, 120
and 121 of the 1st District, 1st Section of Fulton County,
Georgia.

