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Reference: Deed Book 440, Page 488

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Hedgewood Properties, Inc.
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AMENDMENT TO THE DECLARATION OF CONDITIONS, RESERVATIONS,
RESTRICTIONS AND PROTECTIVE COVENANTS FOR
THE SWEETWATER SUBDIVISION

This Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for The Sweetwater Subdivision ("Amendment") is made this 6 day of June, 1994 by the Sweetwater Owners Association, Inc., a Georgia corporation (hereinafter referred to as the "Association"), and Hedgewood Properties, Inc., a Georgia corporation, as successor-in-title to Davidow & Mountford, Inc. (hereinafter referred to as "Developer").

Background Statement

The Declaration of Conditions, Reservations, Restrictions and Protective Covenants for Sweetwater Subdivision was recorded on March 2, 1989 in Deed Book 440, Page 488 et seq. of the Forsyth County, Georgia land records (the "Declaration").

The Declaration provides that it may be amended by an agreement signed by at least seventy-five (75%) percent of the owners of lots and the Developer. At least seventy-five (75%) percent of the owners of lots desire to amend this Declaration as evidenced by the Owner Consents recorded simultaneously with this Amendment. The Developer desires to amend the Declaration as evidenced by the signatures of its duly authorized officers attached hereto.

These amendments do not alter, modify, change or rescind any right, title, interest or privilege granted or accorded to the holder of any mortgage encumbering any lot affected hereby.

NOW THEREFORE, the Declaration is hereby amended as follows:

1.

The Declaration is hereby amended by substituting as the "Developer" under the Declaration Hedgewood Properties, Inc., a Georgia corporation, 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 Property, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Developer, all rights of the former Developer in and to such status as "Developer" hereunder shall cease, it being understood that as to all of the Property, there shall be only one Developer hereunder at any one point in time.

2.

Section 7.01 of the Declaration is hereby amended by deleting the first sentence thereof and substituting in lieu thereof the following sentence:

Except during the construction of a residence on a lot or unless specifically permitted by the Board in writing, no materials, supplies or equipment shall be stored on any lot or common area within the Subdivision except in an enclosed building or behind a visual barrier which has been approved by the Developer or the Board, as applicable, in accordance with Section 15 of this Declaration.

3.

Section 9.02 of the Declaration is hereby amended to read as follows:

No trees, bushes or underbrush shall be removed from any lot within the Subdivision except as permitted by the Developer, or the Board as applicable, following the plan approval process set forth in Section 15 of this Declaration.

4.

Section 10.01 of the Declaration is hereby amended to read as follows:

No motorized vehicles, including, but limited to, automobiles, trucks, all-terrain vehicles and motorcycles, shall be operated on any lot or common area within the Subdivision. Such motorized vehicles may be operated only on driveways, streets and areas designated for such use provided such motorized vehicles are operated (i) in such a manner as not to constitute a nuisance, and (ii) by persons properly licensed by the State of Georgia to operate such motor vehicles.

5.

Section 11 of the Declaration is hereby amended by deleting Section 11.01 thereof in its entirety.

6.

The Declaration is hereby amended by deleting the third sentence of Section 12.01 thereof in its entirety and substituting in lieu thereof the following sentence:

If a qualified television installation person recommends an antenna of greater height for clear reception, a lot owner must request in writing that either the Developer or the Board, as applicable, exempt them from this restriction.

7.

The Declaration is hereby amended by deleting Section 15 thereof in its entirety and substituting in lieu thereof the following:

Section 15. Architectural Standards.

Section 15.01. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Property, except such as is installed by the Developer, or as is approved in accordance with this Section 15, or as 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 the Developer. So long as the Developer owns any property for development and/or sale in the Property, the Developer shall have the right to approve or disapprove such plans and specifications. Prior to the expiration of this right, the Developer may surrender in whole, or in part, such right. Upon the expiration or earlier surrender (in whole or in part) in writing of such right, such plans and specifications will be submitted for approval to the Board of Directors or a committee formed by the Board for such purpose. This Section shall not be amended without the Developer's express written consent until the Developer's rights hereunder have terminated as hereinabove provided.

Section 15.02. The Board may employ architects, engineers, or other Persons as it deems necessary to enable it or its designee to perform its review. The Board may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the Board or its designee for all matters delegated. Written design guidelines and procedures may be promulgated for the exercise of this review, which guidelines may provide for a review fee. The enforcement and review responsibilities to be carried out by the Board shall be in accordance with the Development-Wide Standard existing in the Sweetwater Subdivision.

Section 15.03. If the Developer, or the Board as applicable, fails to approve or to disapprove submitted plans and specifications within forty-five (45) 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 Developer, or the Board as applicable, an Owner may be made 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 Developer, or the Board as applicable, shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. The Developer, or the Board, shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry.

Section 15.04. PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE DEVELOPER, THE BOARD, ANY COMMITTEE DESIGNATED BY THE BOARD, 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 THE DEVELOPER, THE ASSOCIATION, THE BOARD, ANY COMMITTEE DESIGNATED BY 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 THE DEVELOPER, THE ASSOCIATION, THE BOARD OR ITS DESIGNEE OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS 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.

8.

The Declaration is hereby amended by adding "and 22.02" to the end of the first sentence of Section 20.02 thereof.

9.

The Declaration is hereby amended by deleting Section 21.01 thereof in its entirety and substituting in lieu thereof the following:

Section 21.01. Duration of Declaration. The covenants and restrictions of this Declaration shall run with and bind the Property, 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 shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of twenty (20) years, unless a written instrument reflecting disapproval signed by the then Owners representing at least two-thirds (2/3) of the total vote of the Association and the Developer (so long as the Developer owns any property for development and/or sale in the Property) has been recorded within the year immediately preceding the beginning of a twenty (20) 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 any 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.

10.

The Declaration is hereby amended by deleting Section 22 thereof in its entirety and substituting in lieu thereof the following:

Section 22.01. The Developer, the Association or any Owner shall have the right to enforce the provisions of this Declaration, the Bylaws of the Association and any rules and regulations adopted pursuant thereto by imposition of fines or by suit at law or in equity. The failure of any Person to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 22.02. Upon notification by the Developer, or the Board as applicable, to any owner of a lot within the Subdivision that the building or lot occupied or owned by such parties does not conform within the requirements of this Declaration, such person or entity shall, within seventy-two (72) hours for grounds maintenance and within fifteen (15) working days for improvement repair and maintenance, cause such lot or improvements to conform to the requirements herein. In the event of nonconformance herewith, the Developer, or the Board as applicable, may cause such improvements or lot to conform herewith at the expense of the owner of said lot, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner. There shall be added to the amount of such lien the cost of preparing and filing any complaint to foreclose upon or to enforce any such lien, or in the event a judgment is obtained in conjunction therewith, such judgment shall include interest on the lien amount at the highest legal rate per annum, together with reasonable attorney's fees actually incurred, together with all costs of the action.

11.

The Declaration is hereby amended by deleting Section 24.01 thereof in its entirety and substituting in lieu thereof the following:

Section 24.01. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable

title insurance company to issue title insurance coverage with respect to the lots subject to this Declaration, (iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or 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 (iv) if such amendment is necessary to enable any governmental agency, such as the United States Department of Veterans Affairs, or reputable private insurance company to insure mortgage loans on the lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to an Owner's Lot unless such Lot Owner shall consent thereto in writing. Further, this Declaration may be amended at any time and from time to time by an agreement signed by the Owners of Lots representing at least two-thirds (2/3) of the total Association vote; provided, however, such amendment by the owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. No provision of this Declaration which reserves or grants special rights to the Developer shall be amended without the Developer's prior written consent so long as the Developer owns any real property subject to this Declaration. No amendment of the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

12.

The Declaration is hereby amended by adding a new Section 27 which shall define certain terms used in the Declaration, as follows:

Section 27. Definitions.

27.01. Association or Owners' Membership Corporation. "Association" or "Owners' Membership Corporation" means Sweetwater Owners Association, Inc.,

a Georgia non-profit corporation, its successors and assigns.

27.02. Board or Board of Directors. "Board" or "Board of Directors" means the appointed or elected body, as applicable, having its normal meaning under Georgia law.

27.03. Common Expenses. "Common Expenses" mean the expenses anticipated or actually incurred by the Association in operating the Association and in maintaining, repairing, replacing, improving and operating the Common Area and otherwise for the benefit of all Lots.

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

27.05. Development-Wide Standard. "Development-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Sweetwater Subdivision. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, shall be consistent with the Development-Wide Standard originally established by the Developer.

27.06. Lot. "Lot" or "lot" means any parcel of land within the Sweetwater Subdivision, whether or not improvements are constructed thereon, intended for ownership and use as a single-family dwelling site as permitted in this Declaration and as shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Forsyth County.

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

27.08. Person. "Person" means any individual, corporation, firm, association, partnership, trust, or other legal entity.

27.09. Property. "Property" means that real estate which is submitted to the provisions of this

Declaration, as described in Exhibit "A" attached thereto.

27.10. Recreational Facilities. "Recreational Facilities" mean the pool, tennis courts, and clubhouse, if any, constructed on the Property submitted to the terms of the Declaration.

13.

The Declaration is hereby amended by adding a new Section 28 thereto which shall read as follows:

Section 28. Recreational Facilities.

28.01. Easement to Use Recreational Facilities. Owners of Lots in the Sweetwater Subdivision shall have an easement to use and enjoy the Recreational Facilities constructed on the Property whether or not such facilities have been conveyed to the Association as Common Area; provided, however, an Owner's right to use the Recreational Facilities may be suspended for any period during which any assessment against his or her Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations.

Any Lot Owner may delegate his or her right of use and enjoyment in and to the Recreational Facilities and facilities located thereon to the members of his or her family, his or her tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of his or her Lot, if leased.

The Recreational Facilities shall be maintained to a standard equal to or better than the recreational facilities in similarly situated subdivisions in the metropolitan Atlanta area. If the facilities have not been dedicated to the Association as Common Area, the Association shall contribute to the owner of the Recreational Facilities that portion of its annual budget designated to support the Recreational Facilities.

28.02. Conveyance of Common Area to the Association. The Developer may transfer or convey to the Association fee simple title to, or grant perpetual easements in, over, and upon, any personal property and any improved or unimproved property, leasehold, easement or other property interest which is or may be subjected to the terms of this Declaration; provided, however, any such property shall be conveyed to the Association free and clear of financial liens or encumbrances at the time of conveyance. Such conveyance shall be accepted by the

Association, and the property shall thereafter be Common Area to be maintained by the Association for the benefit of all of its members.

14.

The Declaration is hereby amended by adding thereto a new Section 29 which shall set forth the assessment obligation to which Owners have previously agreed by execution of a purchase contract.

Section 29. Assessments.

29.01. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and occupants of Lots in the Property as may be more specifically authorized from time to time by the Board.

29.02. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any 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) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. 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. The annual assessment for any unoccupied Lot owned by the Developer or a builder prior to the construction and occupancy of a residence thereon, shall be reduced to twenty-five (25%) percent of the annual assessment otherwise due. Notwithstanding anything provided herein to the contrary, in no event shall the Developer be obligated to pay more than the lesser of twenty-five (25%) percent of the annual assessment otherwise due for any unoccupied Lot(s) owned by the Developer prior to the construction and occupancy of a residence thereon or such amount necessary to fund any difference between the Association's operation expenses and the annual assessments collected from Owners other than the Developer. This Section shall not be amended without the Developer's express written consent as long

as the Developer owns any property in the Property for development and/or sale.

Annual 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, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

If any installment of annual assessments or other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Owner and interest at the highest rate permitted under Georgia law shall accrue from the due date. Upon ten (10) days written notice to the Owner, the Association may accelerate assessments for the remainder of the fiscal year. All such assessments, together with late charges, interest, costs, and 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. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Area or Recreational Facilities, the Association's failure to provided services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Georgia law and suspend the Owner's right to use the Common Area and Recreational Facilities.

The lien provided for herein shall be superior to all other liens and encumbrances on such Lot, except for liens of ad valorem taxes; and liens for all sums unpaid on a first mortgage on a Lot or any other mortgage on a Lot as of (the date the amendment to the Declaration is executed). The sale or transfer of any Lot pursuant to foreclosure of any such mortgage, or any proceeding in lieu thereof, shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No such sale or transfer shall relieve the Lot from liability for any assessments thereafter coming due or from the lien thereof.

Notwithstanding anything provided herein to the contrary, any Owner of two adjacent Lots containing only one residence as of January 1, 1993 shall be obligated to pay assessments on one Lot; provided, however, such Owner and any subsequent Owner shall be obligated to pay assessments on each Lot owned upon the occurrence of either of the following: (i) if both such adjacent Lots contain a residence; or (ii) such Owner of two adjacent Lots on January 1, 1993 sells either Lot at which time the Owner(s) of such Lot(s) shall be obligated to pay assessments hereunder for each Lot owned. Notwithstanding anything provided herein, the Bylaws or the Articles to the contrary, for as long as any such Owner of two adjacent Lots is paying only one assessment as provided above, such Owner shall also only be entitled to one vote until such time as the Owner or subsequent Owner is paying an assessment for each Lot owned.

29.03. Computation of Operating Budget and Assessment. It shall be the duty of the Board at least sixty (60) days prior to the beginning of the Association's fiscal year to prepare a budget covering the estimated costs of operating the Property during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called and constituted meeting of the Association by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting. Notwithstanding the foregoing, however, in the event that 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

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herein, the budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new budget and assessment shall take effect without a meeting of the Owners.

Notwithstanding the above, however, if the Board levies the initial annual assessment after the beginning of the Association's fiscal year, the Board shall be entitled to levy a full annual assessment to any owner owning a lot within the Subdivision on January 1 of the year in which the initial annual assessment is levied. For such initial annual assessment, the Board shall cause the notice of the assessment and the budget covering the estimated costs of operating the Property during such year to be delivered to each Owner at least thirty (30) days prior to such initial annual assessment becoming due.

Notwithstanding anything provided herein to the contrary, after the Board has levied the initial annual assessment, the Association membership shall not be entitled to disapprove any budget and assessment proposed by the Board as provided above if the annual assessment so proposed has been increased in an amount not greater than the percentage increase (rounded up to the nearest dollar) in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Department of Labor, Atlanta, Georgia, All Items (1967=100) ("CPI") or the local index as may from time to time cover the Atlanta metropolitan area, or if there is no such local index, the U.S. City Average. The percentage increase for a calendar year shall be determined by the increase in the CPI from June 1 of the year prior to the preceding year to May 31 of the preceding year. In the event the CPI index is discontinued, any index selected by the Board of Directors and published by a department or agency of the United States Government, or, in the event that no such index is published, such substituted index prepared by an appropriate government, corporation or other entity as shall be chosen by the Board of Directors may be substituted.

29.04. Special Assessments. If the assessment proves inadequate for any year, the Board may at any time levy a special assessment against all Lots which contain

an occupied residence thereon, notice of which shall be sent to all Owners of such Lots; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied against any Lot in one calendar year to exceed one hundred (\$100.00) dollars first shall be approved by the affirmative vote of Owners of Lots representing at least two-thirds (2/3) of the total Association membership present or represented by proxy at a special or annual meeting of the members, notice of which shall specify that purpose.

15.

The Declaration is hereby amended by adding thereto a new Section 30 which shall read as follows:

Section 30. Easements.

Section 30.01. 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 Area, if any, 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 Area, to limit the number of guests of Lot Owners and tenants who may use the Common Area, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, 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 facilities located thereon for any period during which any assessment against such Owner's Lot which is hereby provided for 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 Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; 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

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established for the benefit of Developer, or any Lot or Lot Owner, or the holder of any mortgage, irrespective of when executed, given by Developer or any Lot Owner encumbering any Lot or other property located within the Property (Any provision in this Declaration or in any such mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof 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 Developer or any Lot or Lot Owner, or the holder of any mortgage, irrespective of when executed, given by Developer or any Lot Owner encumbering any Lot or other property located within the Property);

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

(v) the right of the Association to dedicate or transfer all or any portion of the Common Area 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 the Owners of at least two-thirds (2/3) of the Lots and the consent of Developer so long as Developer owns any property within the Sweetwater Subdivision for development and/or sale.

(b) Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Area to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot, if leased.

Section 30.02. Easements for Utilities. There is hereby reserved to the Developer and the Association blanket easements upon, across, above and under all property within the Sweetwater Subdivision for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Developer or the Association might decide to have installed to serve the Property. It shall be expressly permissible for the Developer, the Association, or the designee of

either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of 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 Board shall have the right to grant such easement.

Section 30.03. Easement for Entry. The Board shall have the right, but shall not be obligated, to enter upon any portion of the Property for emergency, security, and safety reasons, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 30.04. Easement for Maintenance. A perpetual easement is hereby reserved for the benefit of the Association across such portions of the Property, determined in the sole discretion of the Association, as are necessary to allow the Association to perform its maintenance responsibilities required under the Declaration. 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 Person causing the damage at its sole expense.

Section 30.05. Easement for Entry Features. There is hereby reserved to the Developer and the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and similar streetscapes for the Property, over and upon each Lot as more fully described on the recorded subdivision plats for the Property. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

Section 30.06. Construction and Sale Period Easement. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation,

use restrictions, rules and regulations, design guidelines, and any amendments thereto, so long as Developer owns any property in the Sweetwater Subdivision for development and/or sale, Developer reserves an easement across all Property for Developer and any builder or developer approved by Developer to maintain and carry on, upon such portion of the Property as Developer may reasonably deem necessary, such facilities and activities as in the sole opinion of Developer may be required, convenient, or incidental to Developer's and such builder's or developer's development, construction, and sales activities related to the Property, 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 Property, including, without limitation, any Lot; the right to tie into any portion of the Property with driveways, 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 Property; the right to grant easements over, under, in or on the Property, 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 Property; the right to carry on sales and promotional activities in the Property; and the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Developer and any such builder or developer may use residences, offices, or other buildings owned or leased by Developer or such builder or developer as model residences and sales offices and may also use the club house which is part of the Recreational Facilities, if any, available for use by the Property 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 Developer's express written consent until the Developer's rights hereunder have terminated as hereinabove provided.

The Declaration is hereby amended by adding thereto a new Section 31 which shall read as follows:

Section 31. Additional Use Restrictions. This Section sets out certain use restrictions which must be complied with by all Owners and occupants of Lots within the Subdivision. In addition, the Board may, from time to time, without consent of the members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Subdivision. Such use restrictions and rules shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners until and unless overruled, cancelled, or modified in a regular or special meeting by a majority of the total Association vote.

Section 31.01. Signs. No sign of any kind shall be erected by an Owner within the Subdivision without the prior written consent of the Developer, or the Board, as applicable. Notwithstanding the foregoing, the Developer and the Board shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Development-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.

Section 31.02. 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.

Section 31.03. Guns. The use of firearms in the Subdivision is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and small firearms of all types.

Section 31.04. 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 Developer, or the Board as applicable.

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Section 31.05. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer, or the Board as applicable.

Section 31.06. Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the Developer, or the Board as applicable. In no event shall any above-ground swimming pool be permitted.

Section 31.07. Gardens, Play Equipment and Pools. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), or pool which has received the approval of the Developer (or the Board), if required by this Declaration, and is 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 Developer, or the Board as applicable.

For reference only, the body of the Declaration as amended herein is set forth in its entirety on Exhibit "A" attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned hereby certify that this Amendment constitutes the written agreement of at least 75% of the Owners of Lots as evidenced by the Owner Consents filed concurrently herewith on Exhibit "B" attached hereto and incorporated herein by this reference and the Developer has consented to this Amendment as evidenced by the Developer's signature hereto.

ASSOCIATION: Sweetwater Owners Association, Inc., a Georgia corporation

By: [Signature]
President

Attest: [Signature]
Secretary

Signed, sealed and delivered
this 13th day of June,
1994 in the presence of:

[Signature]
Witness

[Signature]
Notary Public

Notary Public, Cherokee County, Georgia
My Commission Expires April 1, 1995

My Commission Expires: _____

[Notarial Seal]

DEVELOPER:

Hedgewood Properties, Inc., a
Georgia corporation

By: [Signature]
President

Attest: [Signature]
Secretary

Signed, sealed and delivered
this 13th day of June,
1994 in the presence of:

[Signature]
Witness
[Signature]
Notary Public

My Commission Expires:
Notary Public, Cherokee County, Georgia
~~My Commission Expires April 1, 1995~~

[Notarial Seal]

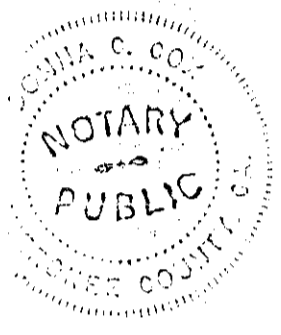


Exhibit "A"

DECLARATION OF CONDITIONS, RESERVATIONS, RESTRICTIONS AND
PROTECTIVE COVENANTS FOR THE SWEETWATER SUBDIVISION

The "Developer" under the Declaration shall be Hedgewood Properties, Inc., a Georgia corporation, 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 Property, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Developer, all rights of the former Developer in and to such status as "Developer" hereunder shall cease, it being understood that as to all of the Property, there shall be only one Developer hereunder at any one point in time.

Section 1. Residential Use.

Section 1.01. All lots and/or tracts shall be known, described and used solely for residential purposes.

Section 1.02. (A) No structure shall be placed on any lot other than dwellings designed to serve not more than one family.

(B) Not more than one single-family dwelling shall be built on any lot.

Section 1.03. Detached garages and other outbuildings incidental to residential use of the lots shall be permitted.

Section 1.04. No trade, commercial venture or commercial activity shall be carried on upon any lot.

Section 1.05. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

Section 2. Structures.

Section 2.01. No trailer, tent, shack or prefabricated or pre-constructed structures shall be placed or erected on any lot, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 2.02. No used or second-hand houses or other structures shall be placed on any lot.

Section 2.03. No elevated tanks of any kind shall be erected, placed or permitted on any lot. Any tanks for use in connection with any residence constructed on any lot, including tanks for the storage of fuels, must be buried.

Section 2.04. The owner of a lot within the Subdivision shall maintain all dwellings, permitted outbuildings, fences, mail boxes and other permitted structures and improvements in good and sufficient repair.

Section 3. Lot Subdivision.

Section 3.01. No lot shall be further subdivided.

Section 4. Utilities and Utility Easements.

Section 4.01. Each lot is subject to all existing utility easements, including, but not limited to, power, water, sewage, telephone and cable television easements.

Section 4.02. All utility lines, including feeder lines to residential structures and their outbuildings shall be underground.

Section 5. Pets.

Section 5.01. All pets on any lot shall be maintained in such a manner not to be an annoyance to the neighborhood.

Section 5.02. All dogs not being within a fenced area shall be kept on a leash and shall be supervised in a responsible manner.

Section 6. Automobiles, Trucks, Boats and Trailers.

Section 6.01. No automobiles, trucks, boats or trailers shall be parked on the street, except that automobiles may be temporarily parked on the street during occasional social gatherings.

Section 6.02. Recreational vehicles, campers, commercial vehicles, boats, equipment, trailers and large non-residential vehicles shall not be allowed on any lot without being enclosed in a garage building or screened so as to not be visible from the street. Any such screening must be approved in the manner set forth in Section 15 herein.

Section 7. Outdoor Storage.

Section 7.01. Except during the construction of a residence on a lot or unless specifically permitted by the Board in writing, no materials, supplies or equipment shall be stored on or within any lot or common area within the Subdivision except in an enclosed building or behind a visual barrier which has been approved by the Developer or the Board, as applicable, in accordance with Section 15 of this Declaration. All such means of screening shall be consistent with the architecture of the residential structure on the particular lot and shall utilize the same materials as were utilized in the residential structure. In addition, all such screening shall be located in the most inconspicuous manner reasonably possible.

Section 8. Landscaping.

Section 8.01. Each lot within the Subdivision shall be landscaped in accordance with general specifications approved by the Developer. Landscape specifications shall be submitted to the Developer in writing and shall be deemed approved only after signed off on by the Developer. All such landscaping must be completed within thirty (30) days of occupancy of the dwelling on the subject lot.

Section 8.02. As part of the general scheme of landscaping, all disturbed or graded ground should be covered with grass, plants or landscaping materials.

Section 8.03. The owner of each lot in the Subdivision shall properly maintain that lot's landscaping. This maintenance requirement shall include, but not be limited to, grass cutting, leaf raking and plant trimming.

Section 9. Grading and Clearing and Tree Removal.

Section 9.01. Grading, clearing and grubbing shall be undertaken on each lot within the Subdivision in such a manner to preserve the natural topography and vegetation of each lot. As part of the plan approval process set forth herein, the Developer may require such grading and clearing plans as it deems necessary.

Section 9.02. No trees, bushes or underbrush shall be removed from any lot within the Subdivision except as permitted by the Developer, or the Board as

applicable, following the plan approval process set forth herein in Section 15 of this Declaration.

Section 10. Operation of Motorized Vehicles.

Section 10.01. No motorized vehicles, including, but not limited to, automobiles, trucks, all-terrain vehicles and motorcycles, shall be operated on any lot or common area within the Subdivision. Such motorized vehicles may be operated only on driveways, streets and areas designated for such use provided such motorized vehicles are operated (i) in such a manner as not to constitute a nuisance, and (ii) by persons properly licensed by the State of Georgia to operate such motor vehicles.

Section 11. Fences and Mail Boxes.

Section 11.01. All mail boxes within the Subdivision shall be of masonry construction.

Section 11.02. All fences and mail boxes shall be in keeping with the architectural style of the residential structure erected upon that particular lot and shall be approved in the manner set forth in Section 15 herein.

Section 12. Radio and Television Antennas and Satellite Dishes.

Section 12.01. All exposed or exterior satellite dishes for the transmission or reception of radio or television signals shall be screened or located out of sight from both the road and any neighboring properties. All exposed or exterior antennas for the transmission or reception of radio or television signals shall be of a height no greater than ten (10) feet. If a qualified television installation person recommends an antenna of greater height for clear reception, a lot owner must request in writing that either the Developer or the Board, as applicable, exempt them from this restriction. Any exemption to this requirement must be granted in writing.

Section 13. Garages.

Section 13.01. All carports and garages shall have doors that will operate and these doors must remain closed except when the doors are needed for ingress and egress. All entrances to carports or garages shall face away from the street unless specifically permitted otherwise by the Developer in writing, such permission to be granted at Developer's sole discretion.

Section 14. Minimum Size of Residential Structures.

Section 14.01. Any dwelling built on any lot in the Subdivision shall have a minimum heated square footage, exclusive of open porches, garages, carports or basements, of the following:

- A. Single-story dwellings shall have a minimum of 2,000 square feet;
- B. Multi-story dwellings shall have a minimum of 2,200 square feet.

Section 15. Architectural Standards.

Section 15.01. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Property, except such as is installed by the Developer, or as is approved in accordance with this Section 15, or as 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 the Developer. So long as the Developer owns any property for



development and/or sale in the Property, the Developer shall have the right to approve or disapprove such plans and specifications. Prior to the expiration of this right, the Developer may surrender in whole, or in part, such right. Upon the expiration or earlier surrender (in whole or in part) in writing of such right, such plans and specifications will be submitted for approval to the Board of Directors or a committee formed by the Board for such purpose. This Section shall not be amended without the Developer's express written consent until the Developer's rights hereunder have terminated as hereinabove provided.

Section 15.02. The Board may employ architects, engineers, or other Persons as it deems necessary to enable it or its designee to perform its review. The Board may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the Board or its designee for all matters delegated. Written design guidelines and procedures may be promulgated for the exercise of this review, which guidelines may provide for a review fee. The enforcement and review responsibilities to be carried out by the Board shall be in accordance with the Development-Wide Standard existing in the Sweetwater Subdivision.

Section 15.03. If the Developer, or the Board as applicable, fails to approve or to disapprove submitted plans and specifications within forty-five (45) 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 Developer, or the Board as applicable, an Owner may be made 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 Developer, or the Board as applicable, shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. The Developer, or the Board, shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry.

Section 15.04. PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE DEVELOPER, THE BOARD, ANY COMMITTEE DESIGNATED BY THE BOARD, 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 THE DEVELOPER, THE ASSOCIATION, THE BOARD, ANY COMMITTEE DESIGNATED BY 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 THE DEVELOPER, THE ASSOCIATION, THE BOARD OR ITS DESIGNEE OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS 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.

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Section 16. Commencement and Completion of Construction.

Section 16.01. Unless otherwise permitted by the Developer in writing, construction of dwellings shall commence within one (1) year of the purchase of the lot from the Developer. Unless otherwise permitted by the Developer in writing, all construction of dwellings shall be completed within nine (9) months of commencement.

Section 17. Occupancy.

Section 17.01. No residential dwelling erected on any lot shall be occupied in any manner until it is fully completed, both on the interior and exterior.

Section 17.02. A residential dwelling shall not be deemed complete until the appropriate governmental authority has issued an occupancy permit for the dwelling.

Section 18. Drainage.

Section 18.01. As to any lot in the Subdivision upon which a storm drain is located, an easement is reserved to the appropriate governmental authorities, the Developer and the Owners' Membership Corporation for the purpose of maintaining and repairing said drain.

Section 19. Owners' Membership Corporation.

Section 19.01. For the purpose of maintaining all common areas and common community services of every kind and nature required or desired within the Subdivision for the general use and benefit of all lot owners, including, but not limited to the amenities package, street lights and sidewalks within the Subdivision, each and every lot owner, in accepting a deed or contract for any lot in the Subdivision, agrees to and shall be a member of and shall be subject to the obligations of duly enacted bylaws and rules of the Sweetwater Owners' Membership Corporation, a non-profit entity.

Section 20. Substitution for Developer.

Section 20.01. At any point after development of the Subdivision commences, the Developer may turn one or more of the enforcement and review responsibilities set forth over to the Owners' Membership Corporation by notifying the Corporation in writing. The Developer and Owners' Membership Corporation may agree to form one or more committees to undertake one or more of the enforcement and review responsibilities set forth herein. The Developer shall be under no obligation to undertake such substitution, whether by total substitution of the Corporation or by committee, and shall do so at the Developer's sole discretion.

Section 20.02. The enforcement and review responsibilities set forth herein include, but are not limited to, those set forth in Sections 9, 11, 15 and 22.02. Each of these enforcement and review responsibilities shall be considered separate and distinct, and the Developer shall not be obligated to turn over any other enforcement and review responsibilities by virtue of turning over any one such responsibility.

Section 21. Duration of Declaration.

Section 21.01. Duration of Declaration. The covenants and restrictions of this Declaration shall run with and bind the Property, 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 shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of twenty (20) years, unless a written instrument reflecting disapproval signed by the then Owners representing at least two-thirds (2/3) of the total vote of the Association and the Developer (so long as the Developer owns any property for development and/or sale in the Property) has been recorded within the year immediately preceding the beginning of a twenty (20) 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 any 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.

Section 22. Enforcement of Declaration.

Section 22.01. The Developer, the Association or any Owner shall have the right to enforce the provisions of this Declaration, the Bylaws of the Association and any rules and regulations adopted pursuant thereto by imposition of fines or by suit at law or in equity. The failure of any Person to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 22.02. Upon notification by the Developer, or the Board as applicable, to any owner of a lot within the Subdivision that the building or lot occupied or owned by such parties does not conform within the requirements of this Declaration, such person or entity shall, within seventy-two (72) hours for grounds maintenance and within fifteen (15) working days for improvement repair and maintenance, cause such lot or improvements to conform to the requirements herein. In the event of nonconformance herewith, the Developer, or the Board as applicable, may cause such improvements or lot to conform herewith at the expense of the owner of said lot, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner. There shall be added to the amount of such lien the cost of preparing and filing any complaint to foreclose upon or to enforce any such lien, or in the event a judgment is obtained in conjunction therewith, such judgment shall include interest on the lien amount at the highest legal rate per annum, together with reasonable attorney's fees actually incurred, together with all costs of the action.

Section 23. Independent Nature of Provisions.

Section 23.01. Each and every one of the conditions, reservations, restrictions and protective covenants contained herein shall be considered to be an independent and separate covenant and agreement; and in the event any one or more of such conditions, reservations, restrictions or protective covenants shall for any reason be held to be invalid or unenforceable, all remaining conditions, reservations, restrictions and protective covenants shall nevertheless remain in full force and virtue.

Section 24. Amendment.

Section 24.01. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the lots

subject to this Declaration, (iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or 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 (iv) if such amendment is necessary to enable any governmental agency, such as the United States Department of Veterans Affairs, or reputable private insurance company to insure mortgage loans on the lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to an Owner's Lot unless such Lot Owner shall consent thereto in writing. Further, this Declaration may be amended at any time and from time to time by an agreement signed by the Owners of Lots representing at least two-thirds (2/3) of the total Association vote; provided, however, such amendment by the owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. No provision of this Declaration which reserves or grants special rights to the Developer shall be amended without the Developer's prior written consent so long as the Developer owns any real property subject to this Declaration. No amendment of the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Section 25. Successors and Assigns.

Section 25.01. This Declaration and all covenants, restrictions, agreements, charges and lien rights contained herein shall be binding upon and shall inure to the benefit of the successors, or successors in title and assignees of the Developer and all owners, tenants, lessees, invitees, or their agents and employees, of any portions of the Property.

Section 26. Headings.

Section 26.01. Article headings are inserted for convenience only and are not intended in any way to define, limit, or enlarge the scope or intent of any particular article or section to which they refer.

Section 27. Definitions.

Section 27.01. Association or Owners' Membership Corporation. "Association" or "Owners' Membership Corporation" means Sweetwater Owners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 27.02. Board or Board of Directors. "Board" or "Board of Directors" means the appointed or elected body, as applicable, having its normal meaning under Georgia law.

Section 27.03. Common Expenses. "Common Expenses" mean the expenses anticipated or actually incurred by the Association in operating the Association and in maintaining, repairing, replacing, improving and operating the Common Area and otherwise for the benefit of all Lots.

Section 27.04. Common Area. "Common Area" or "common area" means all real and personal property and easements and other interests therein, together with the facilities and improvements now or hereafter located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 27.05. Development-Wide Standard. "Development-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Sweetwater Subdivision. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, shall be consistent with the Development-Wide Standard originally established by the Developer.

Section 27.06. Lot. "Lot" or "lot" means any parcel of land within the Sweetwater Subdivision, whether or not improvements are constructed thereon, intended for ownership and use as a single-family dwelling site as permitted in this Declaration and as shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Forsyth County.

Section 27.07. Owner. "Owner" or "owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Sweetwater Subdivision, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

Section 27.08. Person. "Person" means any individual, corporation, firm, association, partnership, trust, or other legal entity.

Section 27.09. Property. "Property" means that real estate which is submitted to the provisions of this Declaration, as described in Exhibit "A" attached thereto.

Section 27.10. Recreational Facilities. "Recreational Facilities" mean the pool, tennis courts, and clubhouse, if any, constructed on the Property submitted to the terms of the Declaration.

Section 28. Recreational Facilities.

Section 28.01. Easement to Use Recreational Facilities. Owners of Lots in the Sweetwater Subdivision shall have an easement to use and enjoy the Recreational Facilities constructed on the Property whether or not such facilities have been conveyed to the Association as Common Area; provided, however, an Owner's right to use the Recreational Facilities may be suspended for any period during which any assessment against his or her Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations.

Any Lot Owner may delegate his or her right of use and enjoyment in and the to the Recreational Facilities and facilities located thereon to the members of his or her family, his or her tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of his or her Lot, if leased.

The Recreational Facilities shall be maintained to a standard equal to or better than the recreational facilities in similarly situated subdivisions in the metropolitan Atlanta area. If the facilities have not been dedicated to the Association as Common Area, the Association shall contribute to the owner of the Recreational Facilities that portion of its annual budget designated to support the Recreational Facilities.

Section 28.02. Conveyance of Common Area to the Association. The Developer may transfer or convey to the Association fee simple title to, or grant perpetual easements in, over, and upon, any personal property and any improved or unimproved property, leasehold, easement or other property interest which is or may be subjected to the terms of this Declaration; provided, however, any such property shall be conveyed to the Association free and clear of financial liens or encumbrances at the time of conveyance. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Area to be maintained by the Association for the benefit of all of its members.

Section 29. Assessments.

Section 29.01. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and occupants of Lots in the Property as may be more specifically authorized from time to time by the Board.

Section 29.02. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any 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) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. 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. The annual assessment for any unoccupied Lot owned by the Developer or a builder prior to the construction and occupancy of a residence thereon, shall be reduced to twenty-five (25%) percent of the annual assessment otherwise due. Notwithstanding anything provided herein to the contrary, in no event shall the Developer be obligated to pay more than the lesser of twenty-five (25%) percent of the annual assessment otherwise due for any unoccupied Lot(s) owned by the Developer prior to the construction and occupancy of a residence thereon or such amount necessary to fund any difference between the Association's operation expenses and the annual assessments collected from Owners other than the Developer. This Section shall not be amended without the Developer's express written consent as long as the Developer owns any property in the Property for development and/or sale.

Annual 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, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

If any installment of annual assessments or other charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Owner and interest at the highest rate permitted under Georgia law shall accrue from the due date. Upon ten (10) days written notice to the Owner, the Association may accelerate assessments for the remainder of the fiscal year. All such assessments, together with late charges, interest, costs, and 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. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Area or Recreational Facilities, the Association's failure to provided services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Georgia law and suspend the Owner's right to use the Common Area and Recreational Facilities.

The lien provided for herein shall be superior to all other liens and encumbrances on such Lot, except for liens of ad valorem taxes; and liens for all sums unpaid on a first mortgage on a Lot or any other mortgage on a Lot as of (the date the amendment to the Declaration is executed). The sale or transfer of any Lot pursuant to foreclosure of any such mortgage, or any proceeding in lieu thereof, shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No such sale or transfer shall relieve the Lot from liability for any assessments thereafter coming due or from the lien thereof.

Notwithstanding anything provided herein to the contrary, any Owner of two adjacent Lots containing only one residence as of January 1, 1993 shall be obligated to pay assessments on one Lot; provided, however, such Owner and any subsequent Owner shall be obligated to pay assessments on each Lot owned upon the occurrence of either of the following: (i) if both such adjacent Lots contain a residence; or (ii) such Owner of two adjacent Lots on January 1, 1993 sells either Lot at which time the Owner(s) of such Lot(s) shall be obligated to pay assessments hereunder for each Lot owned. Notwithstanding anything provided herein, the Bylaws or the Articles to the contrary, for as long as any such Owner of two adjacent Lots is paying only one assessment as provided above, such Owner shall also only be entitled to one vote until such time as the Owner or subsequent Owner is paying an assessment for each Lot owned.

Section 29.03. Computation of Operating Budget and Assessment. It shall be the duty of the Board at least sixty (60) days prior to the beginning of the Association's fiscal year to prepare a budget covering the estimated costs of operating the Property during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the Association's annual meeting. The budget and the assessment shall become effective unless disapproved at a duly called and constituted meeting of the Association by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting. Notwithstanding the foregoing, however, in the event that 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 for the current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new budget and assessment shall take effect without a meeting of the Owners.

Notwithstanding the above, however, if the Board levies the initial annual assessment after the beginning of the Association's fiscal year, the Board shall be entitled to levy a full annual assessment to any owner owning a lot within the Subdivision on January 1 of the year in which the initial annual assessment is levied. For such initial annual assessment, the Board shall cause the notice of the assessment and the budget covering the estimated costs of operating the Property during such year to be delivered to each Owner at least thirty (30) days prior to such initial annual assessment becoming due.

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13th day of September, 1993.

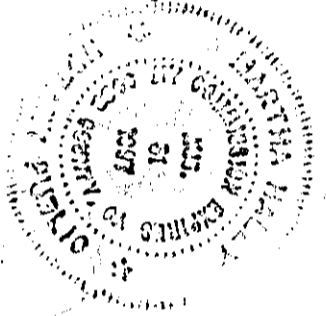
Sworn to and subscribed before me this 13th day of September, 1993:

Michael A. Anderson
Witness

Marka Steley
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



LOT #6

M. Giles Bristow
Owner (Signature)

M. Giles Bristow
Owner (Print Name)

Barbara S. Bristow
Owner (Signature)

BARBARA S. BRISTOW
Owner (Print Name)

3225 Sweetwater Dr
Cumming GA 30131
Address of lot owned in Sweetwater Subdivision

Notwithstanding anything provided herein to the contrary, after the Board has levied the initial annual assessment, the Association membership shall not be entitled to disapprove any budget and assessment proposed by the Board as provided above if the annual assessment so proposed has been increased in an amount not greater than the percentage increase (rounded up to the nearest dollar) in the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Department of Labor, Atlanta, Georgia, All Items (1967=100) ("CPI") or the local index as may from time to time cover the Atlanta metropolitan area, or if there is no such local index, the U.S. City Average. The percentage increase for a calendar year shall be determined by the increase in the CPI from June 1 of the year prior to the preceding year to May 31 of the preceding year. In the event the CPI index is discontinued, any index selected by the Board of Directors and published by a department or agency of the United States Government, or, in the event that no such index is published, such substituted index prepared by an appropriate government, corporation or other entity as shall be chosen by the Board of Directors may be substituted.

Section 29.04. Special Assessments. If the assessment proves inadequate for any year, the Board may at any time levy a special assessment against all Lots which contain an occupied residence thereon, notice of which shall be sent to all Owners of such Lots; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied against any Lot in one calendar year to exceed one hundred (\$100.00) dollars first shall be approved by the affirmative vote of Owners of Lots representing at least two-thirds (2/3) of the total Association membership present or represented by proxy at a special or annual meeting of the members, notice of which shall specify that purpose.

Section 30. Easements

Section 30.01. 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 Area, if any, 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 Area, to limit the number of guests of Lot Owners and tenants who may use the Common Area, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, 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 facilities located thereon for any period during which any assessment against such Owner's Lot which is hereby provided for 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 Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; 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 Developer, or any Lot or Lot Owner, or the holder of any mortgage, irrespective of when executed, given by Developer or any Lot Owner encumbering any Lot or other property located within the Property (Any provision in this Declaration or in any such mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

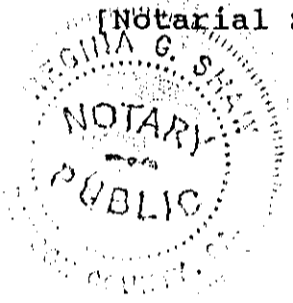
Executed this 14 day of MARCH, 1994.

Sworn to and subscribed before me this 14 day of March, 1994:

Lisa A. Rassel
Witness

[Signature]
Notary Public

My Commission Expires: 2-20-96



[Signature]
Owner (Signature)

K. VAN AIKEN
Owner (Print Name)

[Signature]
Owner (Signature)

L. Q. AIKEN
Owner (Print Name)

3245 SWEETWATER DRIVE

CUMMING GA 30131
Address of lot owned in Sweetwater Subdivision Lot # 8

thereof 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 Developer or any Lot or Lot Owner, or the holder of any mortgage, irrespective of when executed, given by Developer or any Lot Owner encumbering any Lot or other property located within the Property);

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

(v) the right of the Association to dedicate or transfer all or any portion of the Common Area 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 the Owners of at least two-thirds (2/3) of the Lots and the consent of the Developer so long as the Developer owns any property in the Sweetwater Subdivision for development and/or sale.

(b) Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Area to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot, if leased.

Section 30.02. Easements for Utilities. There is hereby reserved to the Developer and the Association blanket easements upon, across, above and under all property within the Sweetwater Subdivision for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Developer or the Association might decide to have installed to serve the Property. It shall be expressly permissible for the Developer, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of 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 Board shall have the right to grant such easement.

Section 30.03. Easement for Entry. The Board shall have the right, but shall not be obligated, to enter upon any portion of the Property for emergency, security, and safety reasons, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 30.04. Easement for Maintenance. A perpetual easement is hereby reserved for the benefit of the Association across such portions of the Property, determined in the sole discretion of the Association, as are necessary to allow the Association to perform its maintenance responsibilities required under the Declaration. 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 Person causing the damage at its sole expense.

Section 30.05. Easement for Entry Features. There is hereby reserved to the Developer and the Association an easement for ingress, egress, installation,

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

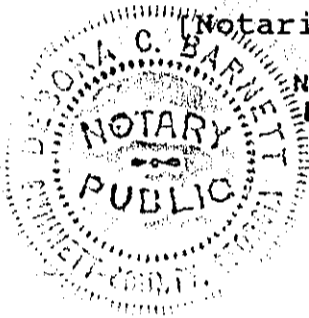
Executed this 25TH day of OCTOBER, 1993.

Sworn to and subscribed before me this 25TH day of October, 1993:

Cherry Nolen
Witness

Debra C. Barnett
Notary Public

My Commission Expires: _____



WR Teague
Owner (Signature)

WARREN TEAGUE
Owner (Print Name)

MARGO R. TEAGUE
Owner (Signature)

MARGO R. TEAGUE
Owner (Print Name)

3255 SWEETWATER DR.

CUMMING, GA 30131
Address of lot owned in Sweetwater Subdivision

lot 009/010

9/10

construction landscaping and maintenance of entry features and similar streetscapes for the Property, over and upon each Lot as more fully described on the recorded subdivision plats for the Property. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

Section 30.06. Construction and Sale Period Easement. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, so long as Developer owns any property in the Sweetwater Subdivision for development and/or sale, Developer reserves an easement across all Property for Developer and any builder or developer approved by Developer to maintain and carry on, upon such portion of the Property as Developer may reasonably deem necessary, such facilities and activities as in the sole opinion of Developer may be required, convenient, or incidental to Developer's and such builder's or developer's development, construction, and sales activities related to the Property, 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 Property, including, without limitation, any Lot; the right to tie into any portion of the Property with driveways, 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 Property; the right to grant easements over, under, in or on the Property, 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 Property; the right to carry on sales and promotional activities in the Property; and the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Developer and any such builder or developer may use residences, offices, or other buildings owned or leased by Developer or such builder or developer as model residences and sales offices and may also use the club house which is part of the Recreational Facilities, if any, available for use by the Property 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 Developer's express written consent until the Developer's rights hereunder have terminated as hereinabove provided.

Section 31. Additional Use Restrictions. This Section sets out certain use restrictions which must be complied with by all Owners and occupants of Lots within the Subdivision. In addition, the Board may, from time to time, without consent of the members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Subdivision. Such use restrictions and rules shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners until and unless overruled, cancelled, or modified in a regular or special meeting by a majority of the total Association vote.

Section 31.01. Signs. No sign of any kind shall be erected by an Owner within the Subdivision without the prior written consent of the Developer, or the Board, as applicable. Notwithstanding the foregoing, the Developer and the Board shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Development-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

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1997.

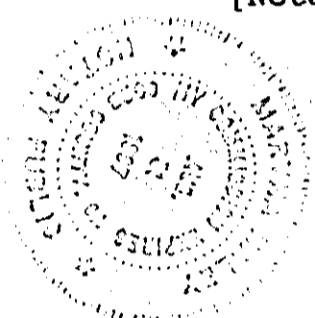
Sworn to and subscribed before me this 1 day of March, 1997:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____

[Notarial Seal]



[Signature]
Owner (Signature)

HEDGECOOD PROP., INC
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3275 Sweetwater Dr

Lot 11
Address of lot owned in Sweetwater Subdivision

conducted with respect to a first mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 31.02. 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.

Section 31.03. Guns. The use of firearms in the Subdivision is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and small firearms of all types.

Section 31.04. 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 Developer, or the Board as applicable.

Section 31.05. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer, or the Board as applicable.

Section 31.06. Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the Developer, or the Board as applicable. In no event shall any above-ground swimming pool be permitted.

Section 31.07. Gardens, Play Equipment and Pools. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), or pool which has received the approval of the Developer (or the Board), if required by this Declaration, and is 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 Developer, or the Board as applicable.

LOT 14

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 5 day of JUNE, 1993.

Sworn to and subscribed before me this 5 day of JUNE, 1993.

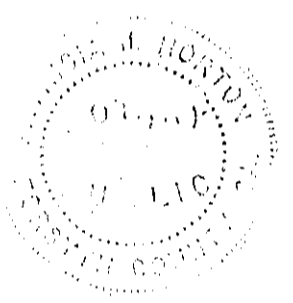
Catherine D. Horton
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Albert A. Furness
Owner (Signature)

ALBERT A FURNESS
Owner (Print Name)

Keiko Furness
Owner (Signature)

Keiko Furness
Owner (Print Name)

3315 SWEETWATER Drive
Address of lot owned in Sweetwater Subdivision

EXHIBIT "B"
AMENDMENT TO THE DECLARATION OF CONDITIONS,
RESERVATIONS
RESTRICTIONS AND PROTECTIVE COVENANTS FOR
THE SWEETWATER SUBDIVISION
OWNER CONSENT FORMS

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 5 day of JUNE, 1994.

Sworn to and subscribed before me this 5 day of JUNE, 1994.

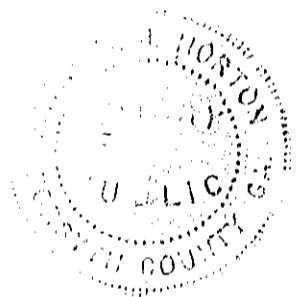
Attonia J. Austin
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Michael T. Harvey
Owner (Signature)

MICHAEL T. HARVEY
Owner (Print Name)

Cheryl K. Harvey
Owner (Signature)

Cheryl L. Harvey
Owner (Print Name)

3325 Sweetwater Dr.
Cumming GA. 30131
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13 day of September, 1993.

Sworn to and subscribed before me this 13th day of September, 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/3/97

[Notarial Seal]



RICHARD T. POWERS JR.
Owner (Signature)

Richard T. Powers Jr.
Owner (Print Name)

not available
Owner (Signature)

JOAN M. POWERS
Owner (Print Name)

LOT # 1

3165 Sweetwater Dr Cummy Dr
Address of lot owned in 30130
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 22 day of APRIL, 1994.

Sworn to and subscribed before me this 22 day of APRIL, ~~1993~~ 1994.

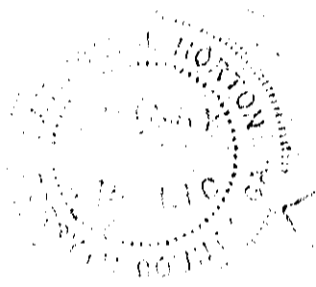
Patricia J. Horton
Witness

PATRICIA J. HORTON
Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998



[Signature]
Owner (Signature)

CALVIN H. COOK
Owner (Print Name)

[Signature]
Owner (Signature)

Dorothy J. Cook
Owner (Print Name)

3365 SWEETWATER DR.
CUMMING, GA 30131
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 30 day of MARCH, 1994.

Sworn to and subscribed before me this 5 day of JUNE, 1994.

Richard Powers Jr.
Witness

Glenn J. Horton
Notary Public
Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

My Commission Expires: _____

[Notarial Seal]



Ronald J. Laurino
Owner (Signature)

RONALD J. LAURINO
Owner (Print Name)

Elaine A. Laurino
Owner (Signature)

ELAINE A. LAURINO
Owner (Print Name)

3175 SWEETWATER DR.

Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 3 day of JUNE, 1994.

Sworn to and subscribed before me this 3 day of JUNE, 1994.

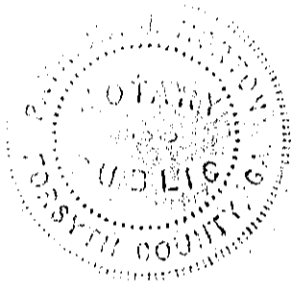
Patricia J. Boston
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Ed E Barnum
Owner (Signature)

Edward E. Barnum
Owner (Print Name)

Paula B Barnum
Owner (Signature)

Paula B BARNUM
Owner (Print Name)

3455 Sweetwater Dr.

Lot 18 Cummins
Address of lot owned in Sweetwater Subdivision

LT 4 ✓

CONSENT OF OWNER

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the amendments to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision as follows: (1) the amendment setting forth definitions in a new Section 26; (2) the amendment to Section 20.01 regarding the enforcement and review responsibilities of the Association; (3) the amendment adding a new Section 27 regarding the easement of the owners to use recreational facilities and concerning conveyance of Common Property to the Association; (4) the amendment adding a new Section 28 regarding assessments; and (5) the amendment adding a new Section 29 regarding enforcement.

This 19th day of MARCH, 1994.

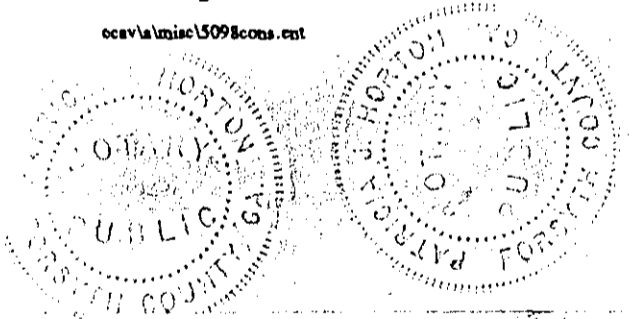
3195 SWEETWATER DR
CUMMING, GA, 30131
Street Address

[Signature]
Owner (Signature)
J. DAVID VINSON
Owner (Print Name)
Debra A. Vinson
Owner (Signature)
Debra A. Vinson
Owner (Print Name)

Sworn to and subscribed to before me this 5 day of JUNE 1994.
[Signature]
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998
Notary Public

ccv\la\mic\5098cons.ent



OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13 day of Sept, 1993.

Sworn to and subscribed before me this 13th day of September 1993.

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]
Owner (Signature)

John Pearson
Owner (Print Name)

[Signature]
Owner (Signature)

BEVERLY PEARSON
Owner (Print Name)

3525 CUMMING ST (19)

CUMMING GA 30131
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 11th day of April, 1994.

Sworn to and subscribed before me this 11th day of April, 1994:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]
Owner (Signature)

Donald M. Weyenberg
Owner (Print Name)

[Signature]
Owner (Signature)

Barbara A. Weyenberg
Owner (Print Name)

3215 Sweetwater Dr
Cumming GA 30131
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 11 day of April, 1994.

Sworn to and subscribed before me this 11 day of April, 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]
Owner (Signature)

Jean Richards
Owner (Print Name)

[Signature]
Owner (Signature)

David Richards
Owner (Print Name)

3535 OAKDALE CT

Lot 20

Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 15 day of May, 1994.

Sworn to and subscribed before me this 15 day of MAY, 1994.

[Signature]
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]

[Signature]
Owner (Signature)

DONALD V. MORANOS
Owner (Print Name)

[Signature]
Owner (Signature)

Lenore M. MORANOS
Owner (Print Name)

3530 Oakdale Ct
Cumming, Ga. 30131
Address of lot owned in Sweetwater Subdivision



OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13 day of September, 1993.

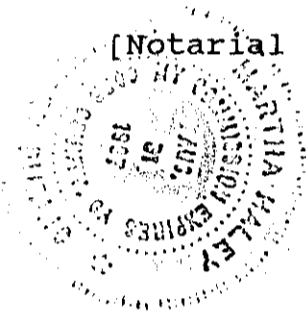
Sworn to and subscribed before me this 13th day of September, 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/3/97

[Notarial Seal]



[Signature]
Owner (Signature)

Harry H. Hardaway
Owner (Print Name)

[Signature]
Owner (Signature)

Jewell M. Hardaway
Owner (Print Name)

3520 Oakdale Ct

Cumming, Ga. 30131
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13 day of September, 1993.

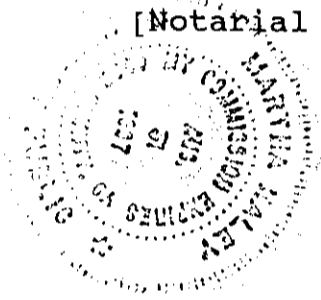
Sworn to and subscribed before me this _____ day of _____, 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]
Owner (Signature)

Owner (Print Name)

Owner (Signature)

Owner (Print Name)

Lot 25
Address of lot owned in Sweetwater Subdivision

25

125

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 21 day of March, 1994.

Sworn to and subscribed before me this 5 day of JUNE, 1993: ~~1994~~

Catherine J. Porter
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Anthony A. Johnson
Owner (Signature)

Anthony A. Johnson
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3190 Sweetwater Dr.
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 21 day of MAY, 1994.

Sworn to and subscribed before me this 21 day of MAY, 1994.

Patricia D. Horton
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



J. R. Mc Cray
Owner (Signature)

J. R. Mc Cray
Owner (Print Name)

Marilyn J. Mc Cray
Owner (Signature)

Marilyn J. Mc Cray
Owner (Print Name)

3200 SWEETWATER DR
Address of lot owned in
Sweetwater Subdivision

27

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1997

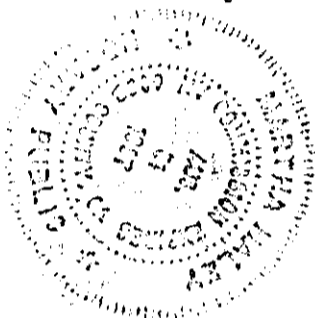
Sworn to and subscribed before me this 1 day of March, 1997

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____

[Notarial Seal]



[Signature]
Owner (Signature)
HEDGEWOOD PROP. INC.
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3210 Sweetwater Dr
Lot 28
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1997.4

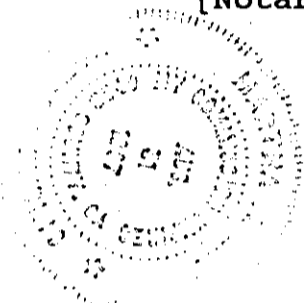
Sworn to and subscribed before me this 1 day of March, 1997.4

John Christ
Witness

Martha Valley
Notary Public

My Commission Expires: _____

[Notarial Seal]



Pam Sessions Pres.
Owner (Signature)
HEDGECOOD PROP, INC
PAM SESSIONS
Owner (Print Name)

Owner (Signature)
3240 Sweetwater Rd
Owner (Print Name)

Lot 30
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1998.

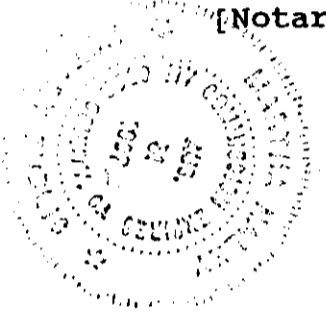
Sworn to and subscribed before me this 1 day of March, 1998.

John C. West
Witness

Monte Valley
Notary Public

My Commission Expires: _____

[Notarial Seal]



Pam Sessions
Owner (Signature)

HEDGECROFT PROP, INC.
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3230 Sweetwater Lane

Lt 31
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

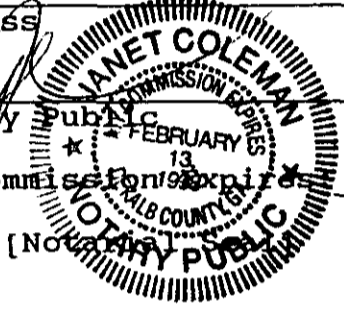
This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 6th day of May, 1994.

Sworn to and subscribed before me this 6th day of MAY, 1994:

Susan Constantine
Witness

Notary Public
My Commission Expires



Alex R. Cicheskis
Owner (Signature)

Sandra L. Cicheskis
Owner (Print Name)

ALEX R. CICHESKIE
Owner (Signature)

SANDRA L. CICHESKIE
Owner (Print Name)

3250 SWEETWATER DR
CUMMING GA 30131
Address of lot owned in Sweetwater Subdivision

30

731

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 22 day of March, 1994.

Sworn to and subscribed before me this 22nd day of March, 1994:

Lanier Bank & Trust Company
John L. Beckert, SVP
Owner (Signature)

Carly Peela
Witness

John L. Beckert
Owner (Print Name)

Rachel W. Mathis
Notary Public

Owner (Signature)

My Commission Expires: _____
Notary Public, Forsyth County, Georgia
My Commission Expires May 5, 1997

Owner (Print Name)

[Notarial Seal]

3260 Sweetwater Lane

Lot 33
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13 day of September, 1993.

Sworn to and subscribed before me this 13th day of September, 1993:

Billy Burt
Witness

Manda Haley
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



Michael A. Anderson
Owner (Signature)

Michael A. Anderson
Owner (Print Name)

Owner (Signature)

Terry Anderson
Owner (Print Name)

3370 Summit Trail
Cumming GA 30131
Address of lot owned in
Sweetwater Subdivision

35

133

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13th day of September, 1993.

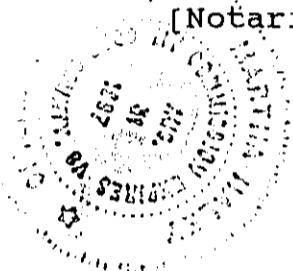
Sworn to and subscribed before me this 13th day of September, 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]
Owner (Signature)

William E. Butler
Owner (Print Name)

[Signature]
Owner (Signature)

Joanne G. Butler
Owner (Print Name)

3430 Summit Tr. - Lot 37

Cumming, GA 30131
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 5 day of JUNE, 1994.

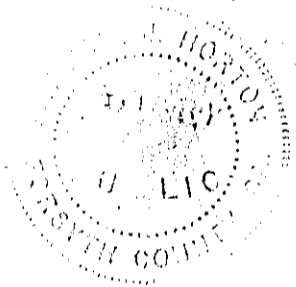
Sworn to and subscribed before me this 5 day of JUNE, 1994.

Patricia D. Horton
Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1994

[Notarial Seal]



Eddie D. Runyon
Owner (Signature)

EDDIE D. RUNYON
Owner (Print Name)

Sherylene Runyon
Owner (Signature)

SHERYLENE RUNYON
Owner (Print Name)

3440 SUMMIT TRAIL

Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13th day of September, 1993.

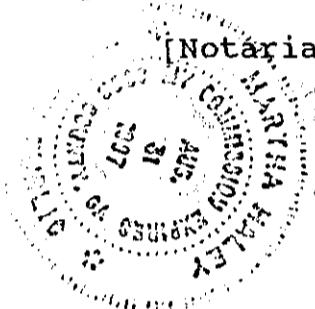
Sworn to and subscribed before me this 13th day of September 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]
Owner (Signature)

Richard Crocker
Owner (Print Name)

[Signature]
Owner (Signature)

Patricia Crocker
Owner (Print Name)

3450 Summit Tr

Cumming, GA 30131
Address of lot owned in Sweetwater Subdivision

39
40

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

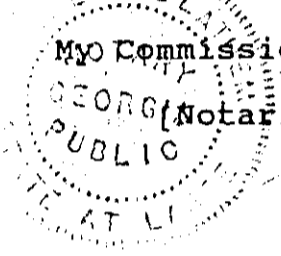
This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 09 day of NOVEMBER, 1993.

Sworn to and subscribed before me this 9th day of November, 1993:

Jean Holland
Witness

Charles Latham
Notary Public



Notary Public, Forsyth County, Georgia
My Commission Expires Oct. 21, 1994

My Commission Expires: _____
(Notarial Seal)

William P. Delmolino
Owner (Signature)

WILLIAM P. DELMOLINO
Owner (Print Name)

Julia M. Delmolino
Owner (Signature)

JULIA M. DELMOLINO
Owner (Print Name)

3470 Summit Trail

40
Address of lot owned in Sweetwater Subdivision

40

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 11 day of April, 1994.

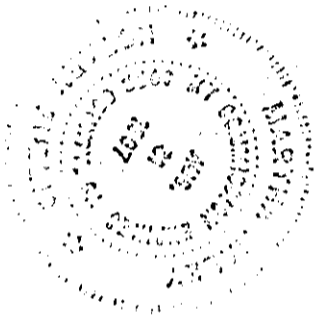
Sworn to and subscribed before me this 11th day of April, 1994:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]
Owner (Signature)

Daniel J. Furlong
Owner (Print Name)

[Signature]
Owner (Signature)

Angela Furlong
Owner (Print Name)

3480 Summit Trail

Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 26th day of April, 1994.

Sworn to and subscribed before me this 26 day of APRIL, 1993: 1994

Cathy C. Swoboda
Owner (Signature)

CATHY SWOBODA
Owner (Print Name)

Steven C. Swoboda
Owner (Signature)

Witness
Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998 _____
Owner (Print Name)

[Notarial Seal]

3555 Summit Trail
Address of lot owned in
Sweetwater Subdivision



OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

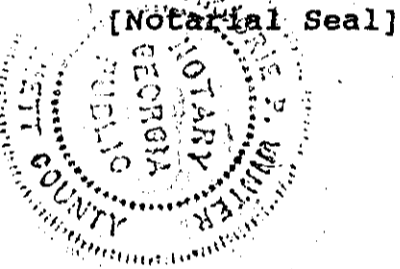
This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 7 day of MARCH, 1994.

Sworn to and subscribed before me this 7 day of March, ~~1993~~ 1994

[Signature]
Witness
[Signature]
Notary Public

My Commission Expires: Gwinnett County, Georgia
My Commission Expires September 27, 1997



[Signature]
Owner (Signature)

CARL D. FILLINGIM
Owner (Print Name)

[Signature]
Owner (Signature)

HELEN J. FILLINGIM
Owner (Print Name)

Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13 day of September, 1993.

Sworn to and subscribed before me this 13th day of September 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]

Owner (Signature)

Robert P. Stokes

Owner (Print Name)

[Signature]

Owner (Signature)

Margie B Stokes

Owner (Print Name)

3485 Summit Trail

Cumming Ga 30131

Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this ~~15th~~ day of April, 1994.

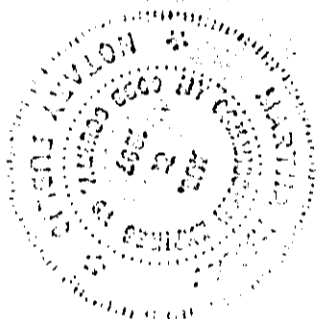
Sworn to and subscribed before me this ~~15th~~ day of April, 1994:

Patricia J. Boston
Witness

Marsha Dealey
Notary Public

My Commission Expires: Aug 31, 1997

[Notarial Seal]



Ken Konstanzer
Owner (Signature)

Ken Konstanzer
Owner (Print Name)

Jennifer Konstanzer
Owner (Signature)

Jennifer Konstanzer
Owner (Print Name)

3475 Summit Tr.
Lot 52

Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

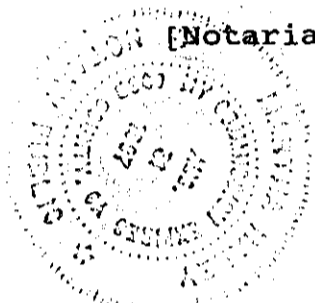
Executed this 1 day of March, 1998.

Sworn to and subscribed before me this 1 day of March, 1998:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____



[Signature], Pres.
Owner (Signature)

HEDGEWOOD PROP, INC
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3435 Summit Road
Lot 56

Address of lot owned in Sweetwater Subdivision

54

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

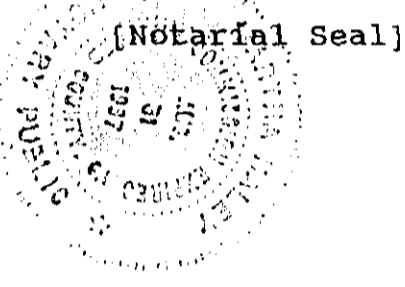
Executed this 13th day of September, 1993.

Sworn to and subscribed before me this 13th day of September 1993.

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97



[Signature]
Owner (Signature)

Evelyn Norton
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3420 Creekside Way
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 10th day of April, 1994.

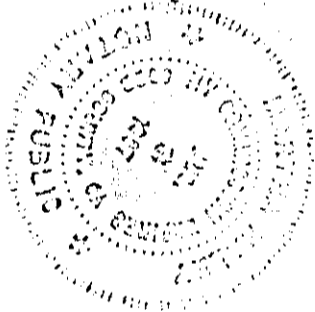
Sworn to and subscribed before me this 10th day of April, 1994.

Catherine D. Horton
Witness

Mark Deley
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]
Owner (Signature)

Jim Pruitt
Owner (Print Name)

Beverly J. Pruitt
Owner (Signature)

Beverly I. Pruitt
Owner (Print Name)

3425 Creekside Way (#58)

Cumming, GA 30131
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13th day of September, 1993.

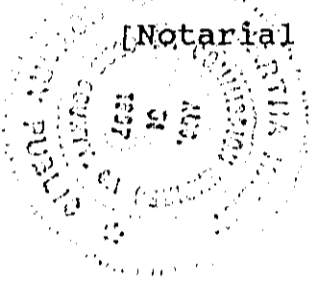
Sworn to and subscribed before me this 13th day of September, 1993:

[Signature]
Witness

Martha Wiley
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



CARA ANN HARRISON
Owner (Signature)

CARA ANN HARRISON
Owner (Print Name)

R. Thomas Harrison by
Owner (Signature)

ROBERT THOMAS HARRISON
Owner (Print Name)

3395 SUNNIT TRAIL

LOT # 68
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

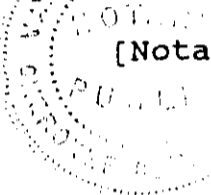
Executed this 14th day of October, 1993.

Sworn to and subscribed before me this 13th day of October, 1993:

Debra Ferguson
Witness

Vanessa Beavers
Notary Public

My Commission Expires: 4-27-95



[Notarial Seal]

14 October 93

Marie P. Hursey
Notary Public

Notary Public, Georgia, Gwinnett County

My Commission Expires Dec 26, 1993



Richard Lance Ingram
Owner (Signature)

RICHARD LANCE INGRAM
Owner (Print Name)

Hanna Jon Ingram
Owner (Signature)

Hanna Jon Ingram
Owner (Print Name)

3385 SUMMIT TRAIL (LOT 62)

CUMMING GA 30131
Address of lot owned in Sweetwater Subdivision

62

147

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13 day of SEPT, 1993.

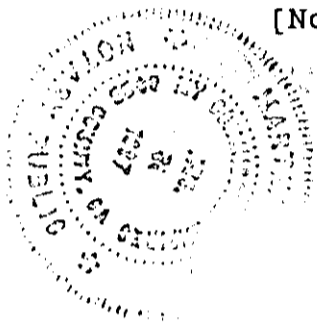
Sworn to and subscribed before me this 13th day of September 1993:

Ray P. [Signature]
Witness

Marta Haley
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



Kent L. Fredrick
Owner (Signature)

KENT L. FREDRICK
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3365 SUMMIT TRAIL

CUMMING, GA 30131
Address of lot owned in
Sweetwater Subdivision
LOT 64

**KENT L. FREDRICK
3365 SUMMIT TRAIL
CUMMING, GA 30130**

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13th day of September, 1993.

Sworn to and subscribed before me this 13th day of September 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97



[Signature]
Owner (Signature)

Jim Cooper
Owner (Print Name)

[Signature]
Owner (Signature)

Blaine Cooper
Owner (Print Name)

3330 Sweetwater Dr.

Cumming GA 30131
Address of lot owned in Sweetwater Subdivision

46

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 21 day of MARCH, 1994.

Sworn to and subscribed before me this 5 day of JUNE, 1994:

Catrina J. Horton
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



William W. Hardin
Owner (Signature)

WILLIAM W. HARDIN
Owner (Print Name)

Alice Jane Hardin
Owner (Signature)

ALICE JANE HARDIN
Owner (Print Name)

3340 SWEETWATER DR
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13th day of September, 1993.

Sworn to and subscribed before me this 13th day of September 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/93

[Notarial Seal]



[Signature]
Owner (Signature)

HERB STUHLER
Owner (Print Name)

[Signature]
Owner (Signature)

PAT STUHLER
Owner (Print Name)

3350 SWEETWATER DR.

Address of lot owned in Sweetwater Subdivision

68

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1998.

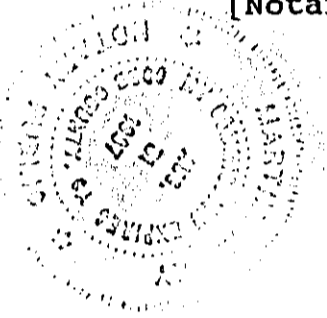
Sworn to and subscribed before me this 1 day of March, 1998.

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____

[Notarial Seal]



Pam Sessions, Pres
Owner (Signature)

HEDGEWOOD PROP, INC
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3360 Sweetwater Dr

69
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 11 day of April, 1994.

Sworn to and subscribed before me this 11 day of April, 1994:

[Signature]

Witness

[Signature]
Notary Public

My Commission Expires: _____

[Notarial Seal]



[Signature]
Owner (Signature)

Louis J. Lovas
Owner (Print Name)

[Signature]
Owner (Signature)

MARY MARGARET LOVAS
Owner (Print Name)

3420 Forest Valley Way
Cumming, GA 30131
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1998.

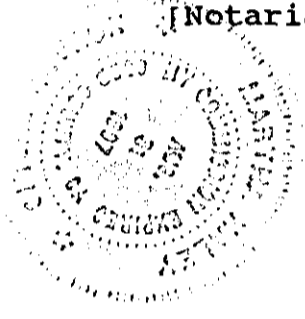
Sworn to and subscribed before me this 1 day of March, 1998.

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____

[Notarial Seal]



[Signature], Pres.
Owner (Signature)

HEDGEWOOD PROP. INC
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3430 Forest Valley
Lot # 71

Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 12 day of June, 1994.

Sworn to and subscribed before me this 12 day of JUNE, 1994.

Patricia J. Horton
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Ronald E. Monson Jr
Owner (Signature)

RONALD E. MONSON JR
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

73
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13 day of Sept, 1993.

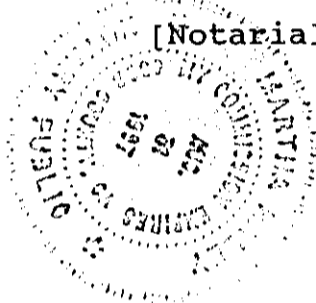
Sworn to and subscribed before me this 13th day of September, 1993.

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]
Owner (Signature)

Kenneth C. Roberts
Owner (Print Name)

[Signature]
Owner (Signature)

Sue Greynolds-Roberts
Owner (Print Name)

3460 Forest Valley Way
Cumming GA 30131

Address of lot owned in Sweetwater Subdivision

Lot # 74

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13th day of September, 1993.

Sworn to and subscribed before me this 13th day of September 1993:

Pamson
Witness

Marta Valley
Notary Public

My Commission Expires: 8/3/97

[Notarial Seal]



JOHN KUBIAR
Owner (Signature)

John Kubiak
Owner (Print Name)

Nancy Kubiak
Owner (Signature)

Nancy Kubiak
Owner (Print Name)

3470 Forest Valley

Address of lot owned in Sweetwater Subdivision

75

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 22 day of April, 1994.

Sworn to and subscribed before me this 22 day of APRIL, 1994

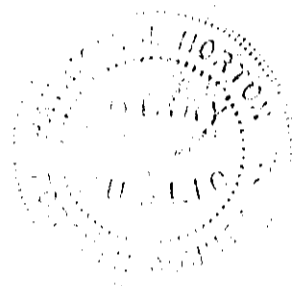
Catherine J. Horton
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Molly K. Mellon
Owner (Signature)

Molly K. Mellon
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3590 Sweetwater Dr
Cumming GA 30131
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1998.

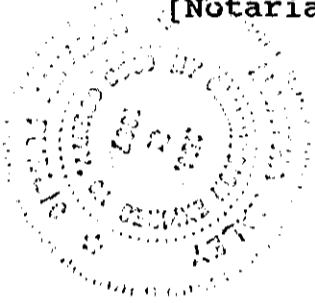
Sworn to and subscribed before me this 1 day of March, 1998:

Pat C. West
Witness

Martha Wiley
Notary Public

My Commission Expires: _____

[Notarial Seal]



Pam Sessions, Pres.
Owner (Signature)
HEDGEWOOD PROP, INC.
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

115
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1998.

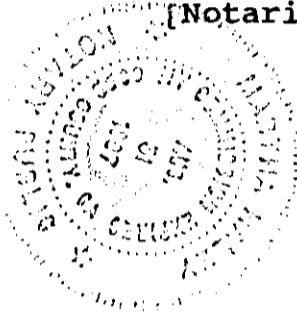
Sworn to and subscribed before me this 1 day of March, 1998:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____

[Notarial Seal]



[Signature], Pres.
Owner (Signature)

HEDGEWOOD PROP, INC.
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

116
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1998.

Sworn to and subscribed before me this 1 day of March, 1998.

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____

[Notarial Seal]



[Signature]
Owner (Signature)

HEXWOOD PROP. INC.
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

117
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13th day of September, 1993.

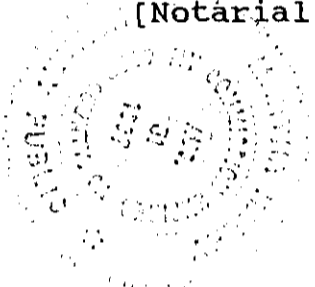
Sworn to and subscribed before me this 13th day of September, 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



[Signature]
Owner (Signature)

D. Mitzel Hull
Owner (Print Name)

[Signature]
Owner (Signature)

John R. Hull
Owner (Print Name)

Lot 118
Address of lot owned in Sweetwater Subdivision

118

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

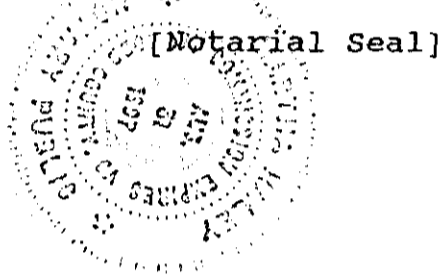
Executed this 13th day of September, 1993.

Sworn to and subscribed before me this 13th day of September, 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97



[Signature]
Owner (Signature)

Torie A. Baumann
Owner (Print Name)

[Signature]
Owner (Signature)

Fred Baumann
Owner (Print Name)

3740 Crestwood Pl.

Cumming, GA 30130
Address of lot owned in Sweetwater Subdivision

119

163

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 23 day of APRIL, 1994.

Sworn to and subscribed before me this 23 day of APRIL, ~~1993~~ 1994.

Patricia J. Horton
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]

Roger Hoffman
Owner (Signature)

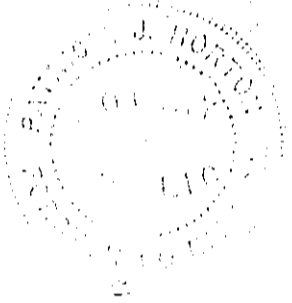
ROGER HOFFMAN
Owner (Print Name)

Mary Lou Hoffman
Owner (Signature)

MARY LOU HOFFMAN
Owner (Print Name)

3750 CRESTWOOD PLACE

Address of lot owned in
Sweetwater Subdivision



OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1998.4

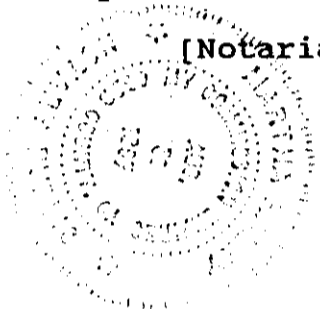
Sworn to and subscribed before me this 1 day of March, 1998.4

Pat West
Witness

Martha Daley
Notary Public

My Commission Expires: _____

[Notarial Seal]



Pam Sessions, Pres.

Owner (Signature)

HEDGEWOOD PROP, INC
PAM SESSIONS

Owner (Print Name)

Owner (Signature)

Owner (Print Name)

121/122
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 11th day of April, 1994.

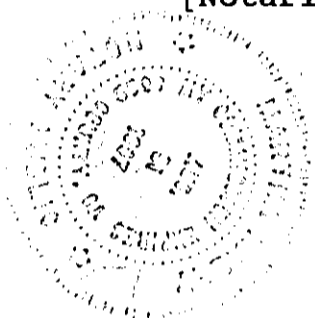
Sworn to and subscribed before me this 11 day of April, 1994:

Witness

Martha Abaley
Notary Public

My Commission Expires: Aug. 31, 1997

[Notarial Seal]



[Signature]
Owner (Signature)

T. P. Pollock
Owner (Print Name)

Lucine Pollock
Owner (Signature)

Lucine Pollock
Owner (Print Name)

#123

3765 Chestwood Place
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 5 day of JUNE, 1994.

Sworn to and subscribed before me this 5 day of JUNE, 1994.

Catherine J. Ayers
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1994

[Notarial Seal]



[Signature]
Owner (Signature)

HD CARLYLE HEWATT
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3735 CRESTWOOD Pk
CUMMING, GA 30131
Address of lot owned in
Sweetwater Subdivision

107

107

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 13 day of Sept., 1993.

Sworn to and subscribed before me this 13 day of September, 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97

[Notarial Seal]



B. Kay Johnson
Owner (Signature)

Barbara Kay Johnson
Owner (Print Name)

[Signature]
Owner (Signature)

PAUL W. JOHNSON
Owner (Print Name)

3710 Sweetwater Dr.

Cumming, Ga. 30131
Address of lot owned in Sweetwater Subdivision

125

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 4 day of January, 1994.

Sworn to and subscribed before me this 5 day of JUNE, 1994

Patricia J. Ayton
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]

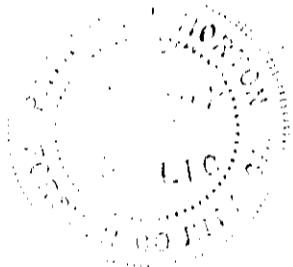
Richard A. Volkert
Owner (Signature)

RICHARD A. VOLKERT
Owner (Print Name)

Nancy L. Volkert
Owner (Signature)

Nancy L. Volkert
Owner (Print Name)

3730 SWEETWATER DR
CUMMING, GA. 30131
Address of lot owned in
Sweetwater Subdivision



124

109

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

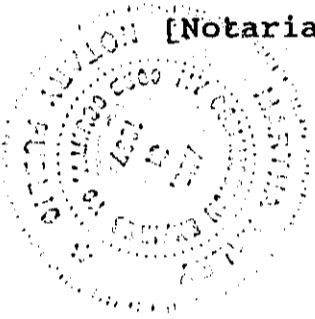
Executed this 1 day of March, 1997.

Sworn to and subscribed before me this 1 day of March, 1997:

Pats West
Witness

Martha Haley
Notary Public

My Commission Expires: _____



[Notarial Seal]

Pam Sessions Pres.
Owner (Signature)
HEDGEWOOD PROP., INC.
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3740 Sweetwater Ln
127/28
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1997.

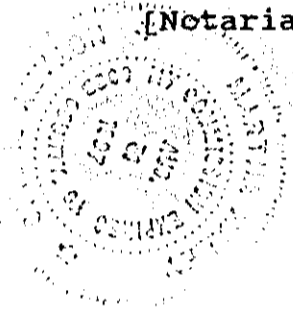
Sworn to and subscribed before me this 1 day of March, 1997.

Pats L West
Witness

Martha Kelley
Notary Public

My Commission Expires: _____

[Notarial Seal]



Pam Sessions, Pres.
Owner (Signature)

HEDGECROFT PROP., INC
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3810 Buckwood Ct
Lot 129
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 26 day of March, 1993.

Sworn to and subscribed before me this 14 day of APRIL, 1993-~~1994~~

Patricia D. Anita
Witness
Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Jesse M. Still
Owner (Signature)

Jesse M. Still
Owner (Print Name)

[Signature]
Owner (Signature)

Chris J Still
Owner (Print Name)

3825 Birchwood Ct
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

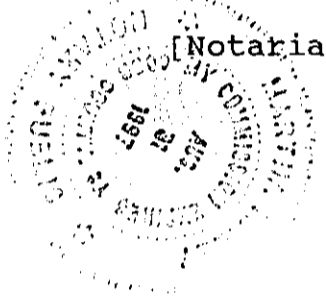
Executed this 13 day of September, 1993.

Sworn to and subscribed before me this 13th day of September, 1993:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 8/31/97



[Notarial Seal]

[Signature]
Owner (Signature)

Sonia Cargile
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3830 Sweetwater Dr.

Cumming Dr 30131
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 3 day of JUNE, 1994.

Sworn to and subscribed before me this 3 day of JUNE, 1993:1994

[Signature]
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]

[Signature]
Owner (Signature)

ROBERT J. SCHWARTZ
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3575 SWEETWATER

(LOT 134)

Address of lot owned in Sweetwater Subdivision



OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 11 day of April, 1994.

Sworn to and subscribed before me this 11 day of April, 1994:

[Signature]
Witness

Maucha Daley
Notary Public

My Commission Expires: Aug-31, 1997

[Notarial Seal]



[Signature]
Owner (Signature)

Kimberly L. Ahern
Owner (Print Name)

[Signature]
Owner (Signature)

Paul M. Ahern
Owner (Print Name)

3585 Sweetwater Dr.

Address of lot owned in Sweetwater Subdivision

131

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 26th day of MARCH, 1993.

Sworn to and subscribed before me this 14 day of APRIL, 1993 ~~1994~~

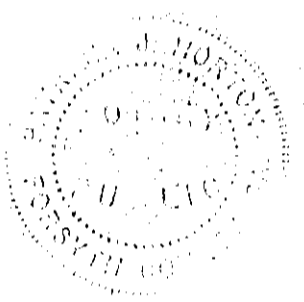
[Signature]
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



[Signature]
Owner (Signature)

H. G. MENHORN III
Owner (Print Name)

[Signature]
Owner (Signature)

IVANY V. MENHORN
Owner (Print Name)

3605 SWEETWATER DR.
CUMMING, GA 30131
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 22 day of APRIL, 1994.

Sworn to and subscribed before me this 22 day of APRIL, 1994:

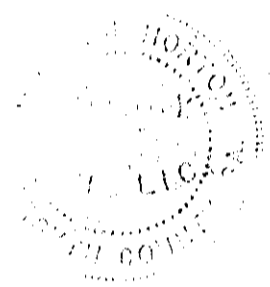
Catrina J. Horton
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Jeff Powell
Owner (Signature)

JEFF POWELL
Owner (Print Name)

Holley Powell
Owner (Signature)

HOLLEY POWELL
Owner (Print Name)

3615 SWEETWATER DRIVE
CUMMING, GA 30131
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 26 day of March, 1993.

Sworn to and subscribed before me this 14 day of APRIL, ~~1993~~ 1994

Catherine J. Austin
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]

Austin S. Downes
Owner (Signature)

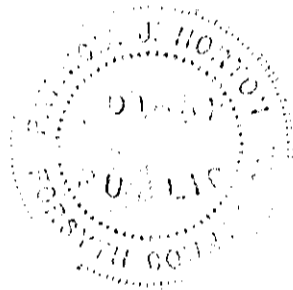
Austin S. Downes
Owner (Print Name)

Karen B. Downes
Owner (Signature)

KAREN B. DOWNES
Owner (Print Name)

3625 SWEETWATER DR.
LOT 139

Address of lot owned in
Sweetwater Subdivision



OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 26 day of March, 1993.

Sworn to and subscribed before me this 14 day of APRIL, ~~1992~~ 1994

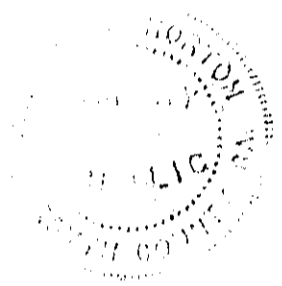
[Signature]
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



[Signature]
Owner (Signature)

GEORGE HOOVER
Owner (Print Name)

[Signature]
Owner (Signature)

MARY HOOVER
Owner (Print Name)

3635 SWEETWATER DRIVE
140

Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 9 day of MAY, 1994.

Sworn to and subscribed before me this 9 day of MAY, 1993: 1994

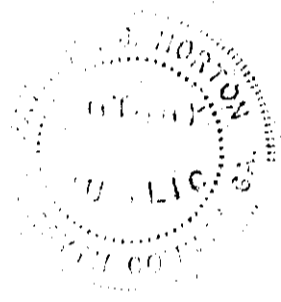
Patricia J. Boston
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Charles A. Kistler III
Owner (Signature)

CHARLES A. KISTLER III
Owner (Print Name)

Deborah Kistler
Owner (Signature)

Deborah K. Kistler
Owner (Print Name)

3705 Sweetwater Drive
Lot #141

Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new Section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 5 day of JUNE, 1994.

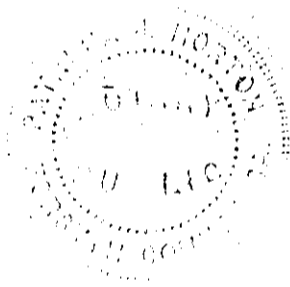
Sworn to and subscribed before me this 5 day of JUNE, 1994:

Catrina D. Houston
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998
Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



[Signature]
Owner (Signature)

James T. Thompson
Owner (Print Name)

[Signature]
Owner (Signature)

Karen M. Thompson
Owner (Print Name) Lot 142

3715 Sweetwater Drive
Cumming GA 30131
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 15 day of November, 1993.

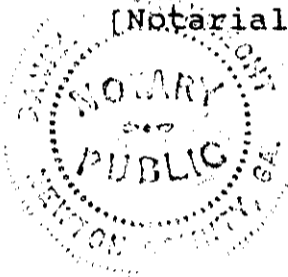
Sworn to and subscribed before me this 15 day of November, 1993:

Elaine Lewallen
Witness

Danna L. Whittecht
Notary Public

My Commission Expires: 5-28-96

[Notarial Seal]



Notary Public, Newton County, Georgia
My Commission Expires May 28, 1996

[Signature]
Owner (Signature)

Louis J. Rewalt
Owner (Print Name)

[Signature]
Owner (Signature)

Brenda W. Rewalt
Owner (Print Name)

3725 Sweetwater Dr

Cumming, Ga 30131
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1997.

Sworn to and subscribed before me this 1 day of March, 1997:

Rate West
Witness

Minda Kelly
Notary Public

My Commission Expires: _____

[Notarial Seal]



Pam Sessions, Plus
Owner (Signature)

HEXWOOD PROP., INC
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3745 Sweetwater Dr.
145

Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1998.

Sworn to and subscribed before me this 1 day of March, 1998:

[Signature]
Witness

Witness

[Signature]
Notary Public

My Commission Expires: _____

[Notarial Seal]



[Signature] Pres.
Owner (Signature)

HEDGEWOOD PROP. INC
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3755 Sweetwater Ln.

146
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 24th day of May, 1994.

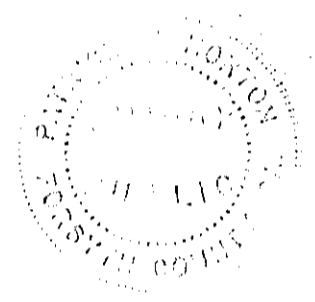
Sworn to and subscribed before me this 24 day of MAY, 1993:

Patricia J. Horton
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998
Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



CHAS H ASKEW
Owner (Signature)

CHARLES H. ASKEW
Owner (Print Name)

Delores S. Askew
Owner (Signature)

Delores S. Askew
Owner (Print Name)

3765 Sweetwater Dr.
Address of lot owned in
Sweetwater Subdivision
Cumming GA 30131

147

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 1 day of March, 1998.

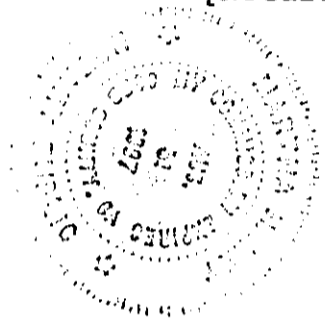
Sworn to and subscribed before me this 1 day of March, 1998:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____

[Notarial Seal]



[Signature] Pres.
Owner (Signature)
HEDGEWOOD PROP, INC.
PAM SESSIONS
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3815 Sweetwater Dr.

148
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 14 day of JUNE, 1994.

Sworn to and subscribed before me this 14 day of JUNE, 1994.

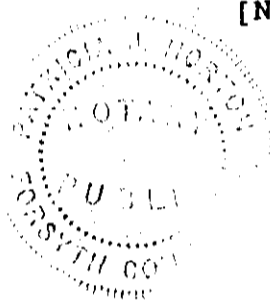
Patricia J. Horton
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Wendee Snyder
Owner (Signature)

Glenda Snyder
Owner (Print Name)

Owner (Signature)

Owner (Print Name)

3390 SUMMIT TRAIL
CUMMING, GA 30131
Address of lot owned in
Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") preceding this Owner Consent which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in Deed Book 440, Page 488 of the Forsyth County, Georgia land records ("Declaration").

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

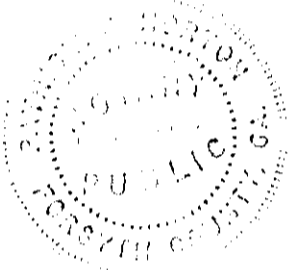
Executed this 14 day of JUNE, 1994.

Sworn to and subscribed before me this 14 day of JUNE, 1994.

Patricia J. Horton
Witness
Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998
Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Paula Ashley
Owner (Signature)

PAULA ASHLEY
Owner (Print Name)

Dennis Ashley
Owner (Signature)

DENNIS ASHLEY
Owner (Print Name)

3270 SWEETWATER DR
CUMMING, GA 30031
Address of lot owned in Sweetwater Subdivision

OWNER CONSENT

The undersigned owner of a lot in the Sweetwater Subdivision hereby approves and consents to the Amendment to the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision ("Amendment") which amends the Declaration of Conditions, Reservations, Restrictions and Protective Covenants for the Sweetwater Subdivision recorded in the Forsyth County, Georgia land records ("Declaration") as follows: (1) substituting Hedgewood Properties, Inc. as the Developer; (2) adding a new Section 15.06 regarding Architectural Standards; (3) revising Section 21.01 regarding the Duration of Declaration; (4) revising Section 22.01 regarding enforcement rights; (5) adding a new Section 27 defining certain terms used in the Declaration; (6) adding a new Section 28 regarding Recreational Facilities; (7) adding a new section 29 regarding assessments; (8) adding a new Section 30 regarding easements.

This Owner Consent along with the owner consents executed by other lot owners in the Sweetwater Subdivision, when recorded with the aforementioned Amendment, shall constitute the written agreement of the owners to such Amendment.

Executed this 14 day of March, 1994.
16 June

Sworn to and subscribed before me this 16 day of JUNE, 1994:

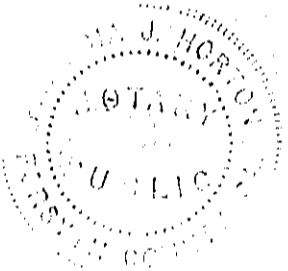
Patricia J. White
Witness

Notary Public, Forsyth County, Georgia
My Commission Expires April 11, 1998

Notary Public

My Commission Expires: APRIL 11, 1998

[Notarial Seal]



Jeff Mauk
Owner (Signature)

Jeff Mauk
Owner (Print Name)

Pam Mauk
Owner (Signature)

Pam Mauk
Owner (Print Name)

3235 Sweetwater Dr.

Cumming, Ga. 30131
Address of lot owned in
Sweetwater Subdivision

Lot 7

Wm. Shell
GEORGIA, FORSYTH CO.
Clerks Office Superior Court
Filed for record on the 5th
day of October 1992
at 12:10 o'clock P.M. Recorded in
Book 6-13 Page 297-298 this
6th day of Oct. 1992
Wm. Shell

AMENDMENT TO DECLARATION OF CONDITIONS, RESERVATIONS, RESTRICTIONS
AND PROTECTIVE COVENANTS FOR THE SWEETWATER SUBDIVISION AS RECORDED
IN DEED BOOK 440, PAGE 488-506, FORSYTH COUNTY RECORDS

Whereas, Davidow and Mountford, Inc., as developer of Sweetwater Subdivision, previously filed of record the above captioned Declaration of Conditions, Reservations, Restrictions and Protective Covenants for Sweetwater Subdivision as recorded in Deed Book 440, pages 488-506, Forsyth County Records.

Whereas, said Declaration of Conditions, Restrictions and Protective Covenants (hereinafter referred to as "Declaration") in Section 3.01 provided that no lot shall be further subdivided.

Whereas, William P. Delmolino and Julia M. Delmolino formerly known as Julia M. Dorgan are owners of property within Sweetwater Subdivision described as follows:

All that tract or parcel of land lying and being in Land Lot 181 of the 14th District and 1st Section of Forsyth County, Georgia, and being Lots 39 and 40 of Sweetwater Subdivision, Phase I, containing 1.38 acres as shown in a survey for William P. Delmolino dated September 23, 1992, as prepared by Kenneth E. Quintana, RLS No. 2263. Said plat is recorded in Plat Book 35, page 211, Clerk's Office, Forsyth Superior Court and reference is made thereto for a more complete description. Said survey reflects a realignment of the dividing line between Lots 39 and 40 Sweetwater Subdivision, Phase I.

Whereas said owners are desirous to implement a very slight realignment of the original lot lines of Lot 39 and 40, Phase I, Sweetwater Subdivision, said realignment being depicted on the aforerferenced survey for William P. Delmolino. As developer the undersigned acknowledges that this realignment does not constitute a further re-subdivision of the property as was prohibited within the Declaration. The topography of said lots 39 and 40 mandate that this realignment occur.

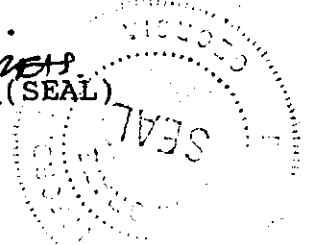
Whereas, in order to satisfy prospective purchasers, lenders, title insurance companies and any other persons who may deal with

the property whatsoever and pursuant to Section 24 of the Declaration, the Declaration is hereby specifically amended pursuant to Section 24.01 (ii), (iii), and (iv) to evidence approval and compliance to the Declaration for the dividing line realignment for Lots 39 and 40, Sweetwater Subdivision, Phase I, as per the above referenced plat for William P. Delmolino. The Declaration is hereby amended to evidence compliance with the amended Declaration for the dividing line realignment for both Lots 39 and 40, Phase I, Sweetwater Subdivision, and said realignment shall not be violative of Section 3.01 of the Declaration.

This 5th day of OCTOBER, 1992.

Davidow and Mountford, Inc.

By: [Signature] (SEAL)



[Signature]
Witness

[Signature]
Notary Public
Notary Public, Forsyth County, Georgia
My Commission Expires June 4, 1996

Clerks Office Superior Court
Filed for record on the 2nd
day of March 1987.
At 2 o'clock P.M. Recorded in
Book 440 Page 488 this
3rd day of March 1987
Clerk:
[Signature]

DECLARATION OF CONDITIONS, RESERVATIONS, RESTRICTIONS AND
PROTECTIVE COVENANTS FOR THE SWEETWATER SUBDIVISION

*See Memo
BK 40 ps 147-151
1st Amend 451/656
lesion
BK 1235
Pg 159*

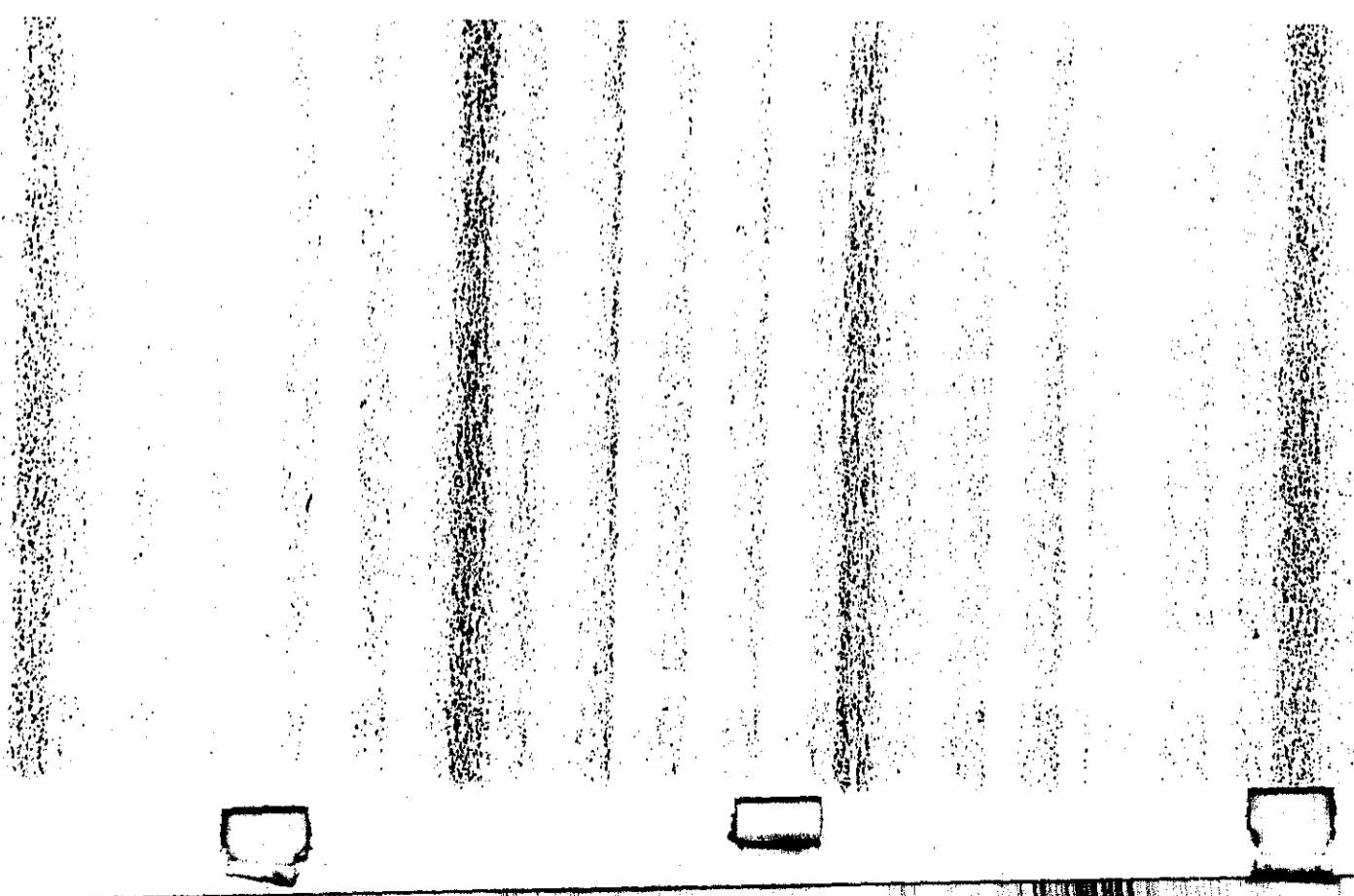
WHEREAS, DAVIDOW & MOUNTFORD, INC., hereinafter referred to as "Developer," is the owner of all that tract or parcel of land lying and being in Land Lots 166, 167, 177, 178, 180-82, 269, and 271-73, 14th District, 1st Section, Forsyth County, Georgia, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

*See
Amount
BK 413
Pg 297
Lien
BK 1491
PG 159*

WHEREAS, the Developer of this real property has established a general plan for the improvement and development of such premises by planning a residential subdivision on this tract or parcel of land to be known as SWEETWATER Subdivision; and

WHEREAS, it is to the best interest, benefit, protection, and advantage of Developer and of each and every person who shall hereafter purchase any lot in said Subdivision that certain conditions, reservations, restrictions, and protective covenants governing and regulating the use and occupancy of the same be established, set forth, and declared to be covenants running with the above-referenced land;

NOW, THEREFORE, for and in consideration of the benefits to be derived by Developer and each and every subsequent owner of the lots in said Subdivision, Developer does hereby proclaim, establish, publish, and declare the following conditions, reservations, restrictions, and protective covenants to apply to all lots in said Subdivision and to all persons, firms, or cor-



porations owning any lots or being granted any interest in any lots within said Subdivision.

Section 1. Residential Use.

Section 1.01. All lots and/or tracts shall be known, described, and used solely for residential purposes.

Section 1.02. (A) No structure shall be placed on any lot other than dwellings designed to serve not more than one family.

(B) Not more than one single-family dwelling shall be built on any lot.

Section 1.03. Detached garages and other outbuildings incidental to residential use of the lots shall be permitted.

Section 1.04. No trade, commercial venture or commercial activity shall be carried on upon any lot.

Section 1.05. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

Section 2. Structures.

Section 2.01. No trailer, tent, shack or prefabricated or pre-constructed structures shall be placed or erected on any lot, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 2.02. No used or second-hand houses or other structures shall be placed on any lot.

Section 2.03. No elevated tanks of any kind shall be erected, placed or permitted on any lot. Any tanks for use in

connection with any residence constructed on any lot, including tanks for the storage of fuels, must be buried.

Section 2.04. The owner of a lot within the Subdivision shall maintain all dwellings, permitted outbuildings, fences, mail boxes and other permitted structures and improvements in good and sufficient repair.

Section 3. Lot Subdivision.

Section 3.01. No lot shall be further subdivided.

Section 4. Utilities and Utility Easements.

Section 4.01. Each lot is subject to all existing utility easements, including, but not limited to, power, water, sewage, telephone and cable television easements.

Section 4.02. All utility lines, including feeder lines to residential structures and their outbuildings shall be underground.

Section 5. Pets.

Section 5.01. All pets on any lot shall be maintained in such a manner not to be an annoyance to the neighborhood.

Section 5.02. All dogs not being within a fenced area shall be kept on a leash and shall be supervised in a responsible manner.

Section 6. Automobiles, Trucks, Boats and Trailers.

Section 6.01. No automobiles, trucks, boats or trailers shall be parked on the street, except that automobiles may be temporarily parked on the street during occasional social gatherings.

Section 6.02. Recreational vehicles, campers, commercial vehicles, boats, equipment, trailers and large non-residential vehicles shall not be allowed on any lot without being enclosed in a garage building or screened so as to not be visible from the street. Any such screening must be approved in the manner set forth in Section 15 herein.

Section 7. Outdoor Storage.

Section 7.01. Unless specifically permitted by the Developer in writing, no materials, supplies or equipment shall be stored on or within any lot or common area within the Subdivision except in an enclosed building or behind a visual barrier which has been approved by the Developer. All such means of screening shall be consistent with the architecture of the residential structure on the particular lot and shall utilize the same materials as were utilized in the residential structure. In addition, all such screening shall be located in the most inconspicuous manner reasonably possible.

Section 8. Landscaping.

Section 8.01. Each lot within the Subdivision shall be landscaped in accordance with general specifications approved by the Developer. Landscape specifications shall be submitted to the Developer in writing and shall be deemed approved only after signed off on by the Developer. All such landscaping must be completed within thirty (30) days of occupancy of the dwelling on the subject lot.

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Section 8.02. As part of the general scheme of landscaping, all disturbed or graded ground should be covered with grass, plants or landscaping materials.

Section 8.03. The owner of each lot in the Subdivision shall properly maintain that lot's landscaping. This maintenance requirement shall include, but not be limited to, grass cutting, leaf raking and plant trimming.

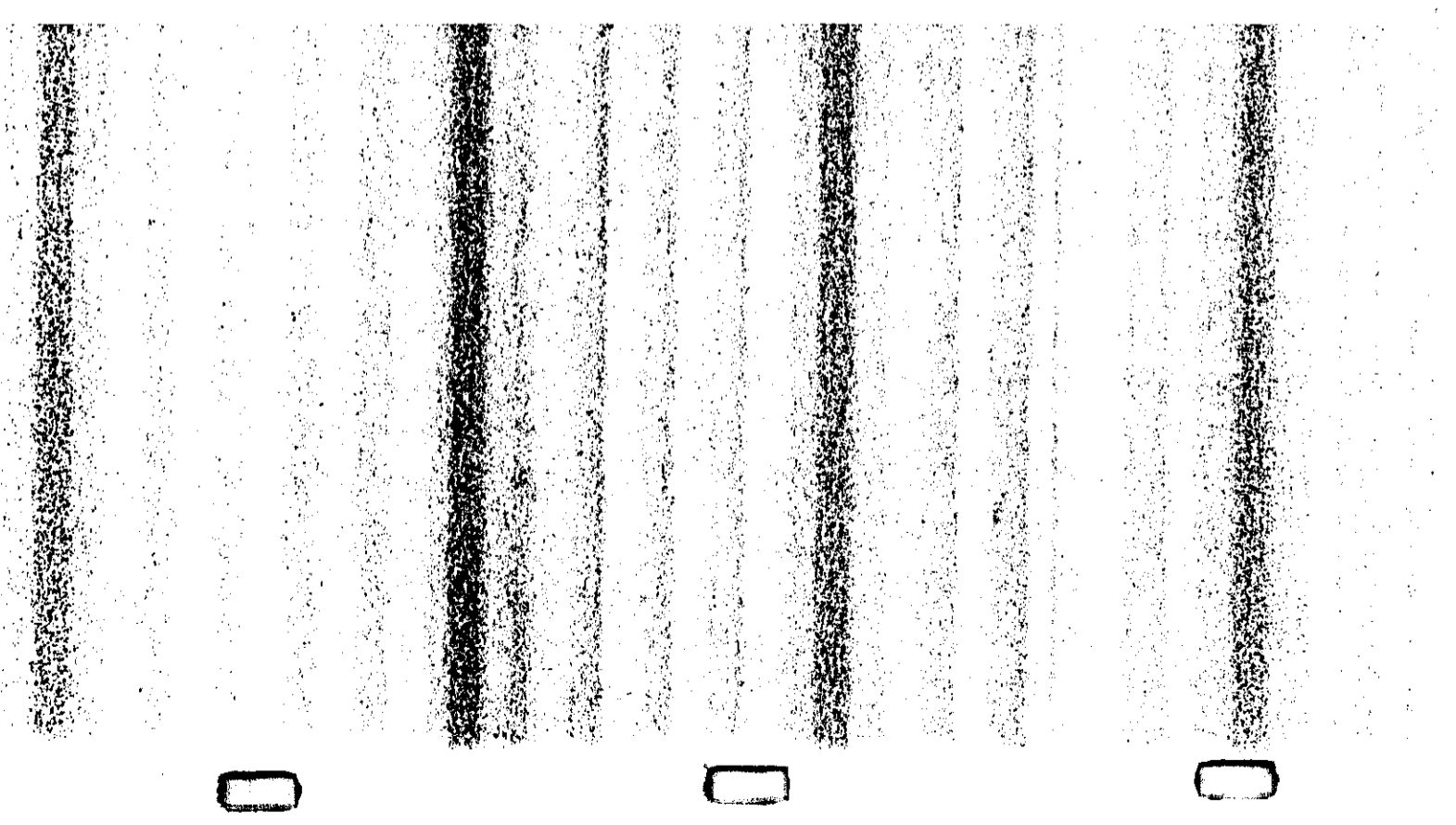
Section 9. Grading and Clearing and Tree Removal.

Section 9.01. Grading, clearing and grubbing shall be undertaken on each lot within the Subdivision in such a manner to preserve the natural topography and vegetation of each lot. As part of the plan approval process set forth herein, the Developer may require such grading and clearing plans as it deems necessary.

Section 9.02. No trees, bushes or underbrush shall be removed from any lot within the Subdivision except as permitted by the Developer following the plan approval process set forth herein.

Section 10. Operation of Motorized Vehicles.

Section 10.01. No motorized vehicles, including, but not limited to, automobiles, trucks, all-terrain vehicles and motorcycles, shall be operated on any lot or common area within the Subdivision. However, such motorized vehicles may be operated on driveways, streets and areas designated for such use if such motorized vehicles are operated in such a manner as not to constitute a nuisance.



Section 11. Fences and Mail Boxes.

Section 11.01. All plans for the construction of fences shall be approved by the Developer. Fence plans shall be submitted to the Developer by registered or certified mail and, if no response is received from the Developer with thirty (30) days of his receipt of said plans, these plans shall be deemed approved.

Section 11.02. All mail boxes within the Subdivision shall be of masonry construction.

Section 11.03. All fences and mail boxes shall be in keeping with the architectural style of the residential structure erected upon that particular lot and shall be approved in the manner set forth in Section 15 herein.

Section 12. Radio and Television Antennas and Satellite Dishes.

Section 12.01. All exposed or exterior satellite dishes for the transmission or reception of radio or television signals shall be screened or located out of sight from both the road and any neighboring properties. All exposed or exterior antennas for the transmission or reception of radio or television signals shall be of a height no greater than ten (10) feet. If a qualified television installation person recommends an antenna of greater height for clear reception, a lot owner must request in writing that either the Developer or the Owners' Membership Association exempt them from this restriction. Any exemption to this requirement must be granted in writing.

Section 13. Garages.

Section 13.01. All carports and garages shall have doors that will operate and these doors must remain closed except when the doors are needed for ingress and egress. All entrances to carports or garages shall face away from the street unless specifically permitted otherwise by the Developer in writing, such permission to be granted at Developer's sole discretion.

Section 14. Minimum Size of Residential Structures.

Section 14.01. Any dwelling built on any lot in the Subdivision shall have a minimum heated square footage, exclusive of open porches, garages, carports or basements, of the following:

A. Single-story dwellings shall have a minimum of 2,000 square feet;

B. Multi-story dwellings shall have a minimum of 2,200 square feet.

Section 15. Approval of Plans and Specifications.

Section 15.01. All building plans for any building, fence, wall or other structure must be approved by the Developer. Each application for approval shall include the name, address and telephone number of the builder; plans and elevations; location on the lot; and construction methods, including materials, exterior materials and other construction specifications. In order to create aesthetic interest within the Subdivision, the general philosophy for construction within the Subdivision shall be that location of dwellings on lots shall be staggered and, in

that regard, the Developer may require that such front setback staggering take place.

Section 15.02. All house plans shall be professionally drawn. In addition to required specifications set forth above, these plans shall also set forth the locations of driveways, walkways, decks and patios, exterior colors, treatments and shutters.

Section 15.03. House plans as specified above shall be submitted to the Developer in writing on a compliance form provided by the Developer. It shall be the responsibility of the builder to obtain the compliance form from the Developer. No construction, clearing or other development shall commence on any lot until written approval of the plans is given by the Developer to the builder. Any alterations of the original house plans must be approved by the Developer in writing.

Section 15.04. The builder submitting plans to the Developer shall have the responsibility of keeping the Developer informed of the builder's address and telephone number. In addition, the builder shall have the responsibility of insuring that the Developer receives the plans. Any notification required hereunder for notice by the Developer to the builder shall be deemed received by the builder upon mailing, and the Developer may mail any notice to the builder by regular mail.

Section 15.05. The Developer may require any additional information, plans or specification it deems necessary prior to taking any action on the builder's plan approval request. The

Developer shall not unreasonably withhold plan approval, but also shall have a reasonable period of time to review and comment on any submittals.

Section 16. Commencement and Completion of Construction.

Section 16.01. Unless otherwise permitted by the Developer in writing, construction of dwellings shall commence within one (1) year of the purchase of the lot from the Developer. Unless otherwise permitted by the Developer in writing, all construction of dwellings shall be completed within nine (9) months of commencement.

Section 17. Occupancy.

Section 17.01. No residential dwelling erected on any lot shall be occupied in any manner until it is fully completed, both on the interior and exterior.

Section 17.02. A residential dwelling shall not be deemed complete until the appropriate governmental authority has issued an occupancy permit for the dwelling.

Section 18. Drainage.

Section 18.01. As to any lot in the Subdivision upon which a storm drain is located, an easement is reserved to the appropriate governmental authorities, the Developer and the Owners' Membership Corporation for the purpose of maintaining and repairing said drain.

Section 19. Owners' Membership Corporation.

Section 19.01. For the purpose of maintaining all common areas and common community services of every kind and nature required or desired within the Subdivision for the general use and benefit of all lot owners, including, but not limited to the amenities package, street lights and sidewalks within the Subdivision, each and every lot owner, in accepting a deed or contract for any lot in the Subdivision, agrees to and shall be a member of and shall be subject to the obligations of duly enacted bylaws and rules of the Sweetwater Owners' Membership Corporation, a non-profit entity.

Section 20. Substitution for Developer.

Section 20.01. At any point after development of the Subdivision commences, the Developer may turn one or more of the enforcement and review responsibilities set forth over to the Owners' Membership Corporation by notifying the Corporation in writing. The Developer and Owners' Membership Corporation may agree to form one or more committees to undertake one or more of the enforcement and review responsibilities set forth herein. The Developer shall be under no obligation to undertake such substitution, whether by total substitution of the Corporation or by committee, and shall do so at the Developer's sole discretion.

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Section 20.02. The enforcement and review responsibilities set forth herein include, but are not limited to, those set forth in Sections 9, 11 and 15. Each of these enforcement and review responsibilities shall be considered separate and distinct, and the Developer shall not be obligated to turn over any other enforcement and review responsibilities by virtue of turning over any one such responsibility.

Section 21. Duration of Declaration.

Section 21.01. This Declaration shall run with the land (as set forth in Exhibit "A" attached hereto and incorporated herein by reference) and shall be binding upon the Developer, its heirs, successors and assigns, and all taking title under the Developer, for a period of twenty (20) years from the date of execution of this Declaration. This Declaration may be renewed and extended beyond the original twenty-year term for successive periods not to exceed ten (10) years each if an agreement is signed by one half of the members of the Sweetwater Owners' Membership Corporation and is filed for recordation with the Clerk of Superior Court of Forsyth County, Georgia. The renewal and extension agreement shall specify which conditions, reservations, restrictions and protective covenants are renewed and extended and for what term they are so renewed and extended. No such agreement to renew and extend shall be effective unless filed for recordation at least ninety (90) days prior to the effective date of such renewal and extension. Every purchaser or grantee of any interest in any property now or hereafter made

00440
0499

subject to this Declaration, by acceptance of a deed or conveyance thereof, thereby agrees that the Declaration may be extended as provided above, either in whole or in part.

Section 22. Enforcement of Declaration.

Section 22.01. The Developer, Sweetwater Owners' Membership Association or any owner of property subject hereto may enforce the provisions of this Declaration by any appropriate proceeding at law or in equity. The failure of any person, group or corporation to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 22.02. Upon notification by the Developer to any owner of a lot within the Subdivision that the building or lot occupied or owned by such parties does not conform within the requirements of this Declaration, such person or entity shall, within seventy-two (72) hours for grounds maintenance and within fifteen (15) working days for improvement repair and maintenance, cause such lot or improvements to conform to the requirements herein. In the event of nonconformance herewith, the Developer may cause such improvements or lot to conform herewith at the expense of the owner of said lot, and all sums expended by the Developer in doing so shall be immediately due and payable by such owner to the Developer on demand. The Developer shall have the right to file lien for such costs and expenses incurred by the Developer, and such lien shall be created in the same manner as liens are created pursuant to Section 44-14-361, et seq., of

the Official Code of Georgia Annotated, as now and hereafter amended. There shall be added to the amount of such lien the cost of preparing and filing any complaint to foreclose upon or to enforce any such lien, or in the event a judgment is obtained in conjunction therewith, such judgment shall include interest on the lien amount at the highest legal rate per annum, together with attorney's fees in an amount equal to fifteen (15%) percent of lien amount, together with all costs of the action.

Section 23. Independent Nature of Provisions.

Section 23.01. Each and every one of the conditions, reservations, restrictions and protective covenants contained herein shall be considered to be an independent and separate covenant and agreement; and in the event any one or more of such conditions, reservations, restrictions or protective covenants shall for any reason be held to be invalid or unenforceable, all remaining conditions, reservations, restrictions and protective covenants shall nevertheless remain in full force and virtue.

Section 24. Amendment.

Section 24.01. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the lots subject to this Declaration,

(iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or 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 (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the owners of lots; provided, however, such amendment by the owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to the Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of

a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Section 25. Successors and Assigns.

Section 25.01. This Declaration and all covenants, restrictions, agreements, charges and lien rights contained herein shall be binding upon and shall inure to the benefit of the successors, or successors in title and assignees of the Declarant and all owners, tenants, lessees, invitees, or their agents and employees, of any portions of the Property.

Section 26. Headings.

Section 26.01. Article headings are inserted for convenience only and are not intended in any way to define, limit, or enlarge the scope or intent of any particular article or section to which they refer.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed under seal as of the 2nd day of March, 1989.

DEVELOPER:

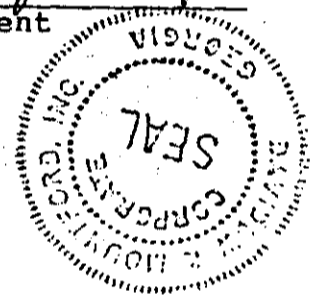
DAVIDOW & MOUNTFORD, INC.

(CORPORATE SEAL)

By: Richard Davidow, President
Richard Davidow, President

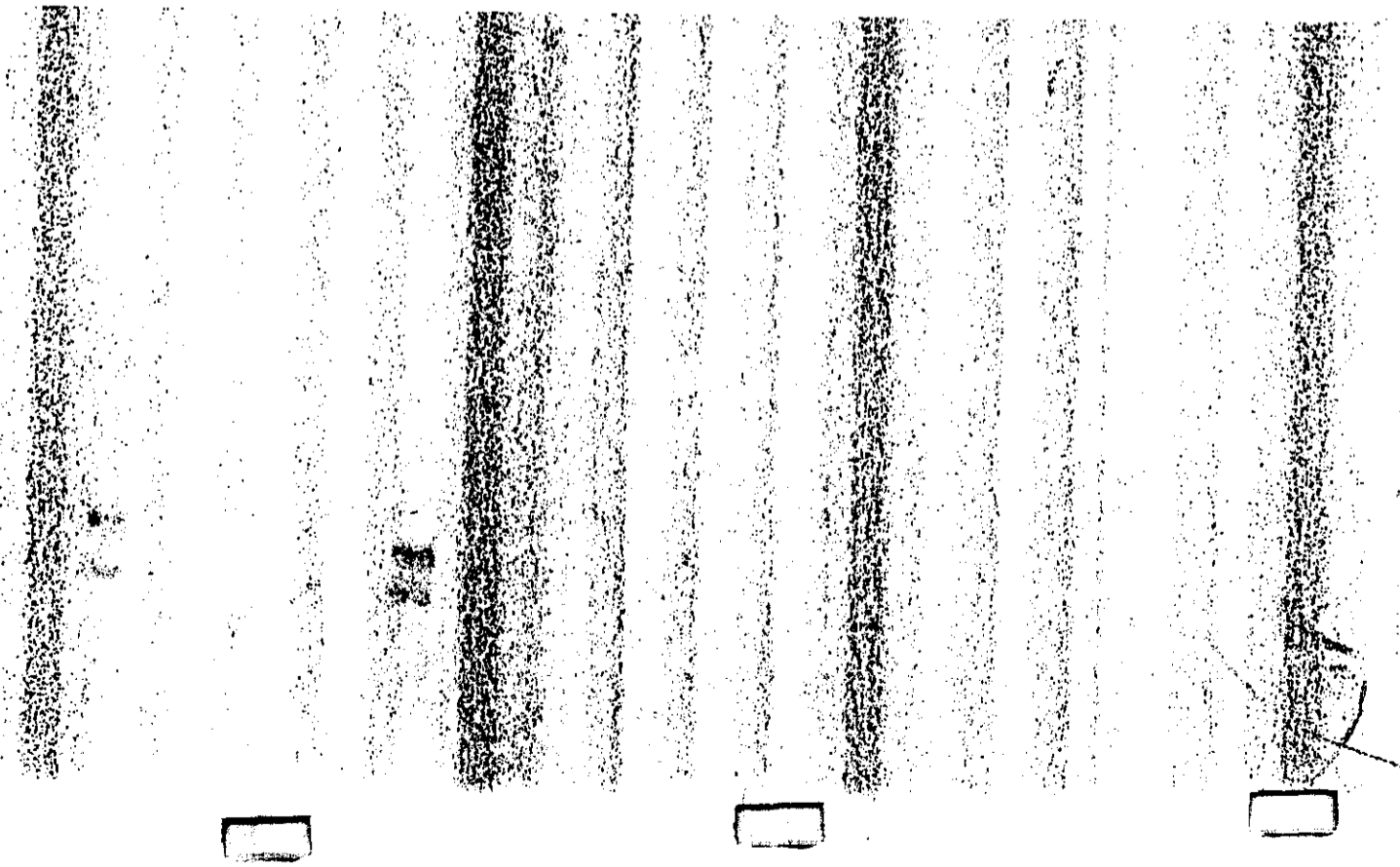
Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public
DATE: March 2, 1989



Notary Public, Fulton County, Georgia
My Commission Expires June 23, 1989

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



Acknowledgment and acceptance by Lender:

BANK SOUTH, N.A.

(CORPORATE SEAL)

By: *James B. Call*
James B. Call, Vice President

Signed, sealed and delivered in the presence of:

Lawrence
Witness

R. J. Hemil
Notary Public

NOTARY PUBLIC
DATE: March 2, 1989
Notary Public, Fulton County, Georgia
My Commission Expires June 23, 1989

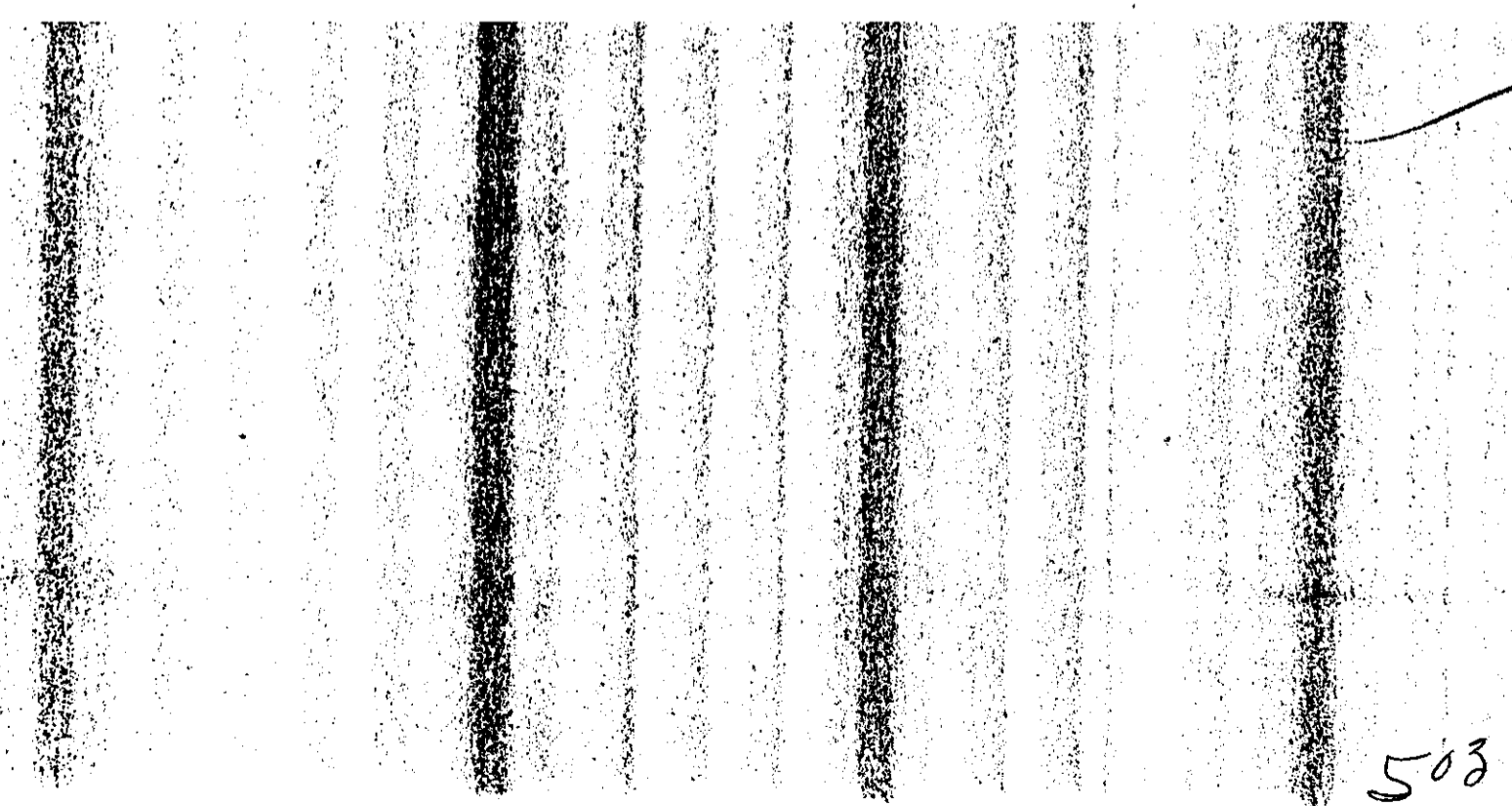


EXHIBIT A

All that tract or parcel of land lying and being in Land Lots 166, 167, 177, 178, 180, 181, 271, 272, and 273 of the Fourteenth District, First Section of Forsyth County, Georgia, being identified as 249.594 acres per survey entitled "Survey for Davidow and Mountford, Inc.", dated April 18, 1988, prepared by Robert T. Black, RLS No. 1015, which plat and reference thereto are incorporated herein by reference for a more complete description of said property and being further described as follows:

Commencing at a concrete monument found at the corner common to Land Lots 181, 182, 269 and 270, said District and County; thence running North 88 degrees 42 minutes 52 seconds West a distance of 1000.22 feet to an iron pin found (1/2" rebar); thence North 89 degrees 24 minutes 13 seconds West a distance of 214.25 feet to an iron pin found (1" pipe) at the corner common to Land Lots 162, 163, 181 and 182, said District and County; thence running South 00 degrees 11 minutes 04 seconds West a distance of 2696.94 feet to an iron pin found ("T" Top) at the corner common to Land Lots 164, 165, 179 and 180, said District and County; thence South 89 degrees 18 minutes 20 seconds East a distance of 1117.83 feet to an iron pin found ("T" Top) and the corner common to Land Lots 179, 180, 271 and 272, said District and County; thence South 00 degrees 31 minutes 53 seconds West a distance of 1307.96 feet to an iron pin found ("T" Top) at the corner common to Land Lots 178, 179, 272 and 273, said District and County; thence North 89 degrees 23 minutes 50 seconds West a distance of 1117.74 feet to an iron pin found ("T" Top) at the corner common to Land Lots 165, 166, 178 and 179, said District and County; thence North 89 degrees 19 minutes 25 seconds West a distance of 1690.03 feet to an iron pin found (3/4" crimp top) at the corner common to Land Lots 71, 72, 165 and 166 said District and County; thence South 01 degree 06 minutes 19 seconds West a distance of 670.83 feet to an iron pin found (1" pipe); thence South 00 degree 04 minutes 39 seconds West a distance of 435.95 feet to an axle found; thence South 74 degrees 33 minutes 55 seconds East a distance of 251.15 feet to an axle found; thence South 00 degrees 12 minutes 39 seconds West a distance of 381.15 feet to a point in the centerline of Echols Road (dirt: no right-of-way); thence running the following courses and distances along and with the centerline of Echols Road;

- South 71 degrees 04 minutes 18 seconds East 77.02 feet to a point;
- South 82 degrees 37 minutes 59 seconds East 60.77 feet to a point;
- North 86 degrees 16 minutes 54 seconds East 37.89 feet to a point;
- North 79 degrees 42 minutes 24 seconds East 288.92 feet to a point;
- North 74 degrees 10 minutes 50 seconds East 112.04 feet to a point;
- North 84 degrees 13 minutes 16 seconds East 72.74 feet to a point;
- South 83 degrees 00 minutes 12 seconds East 92.58 feet to a point;
- South 87 degrees 27 minutes 23 seconds East 98.06 feet to a point;
- South 81 degrees 57 minutes 41 seconds East 140.82 feet to a point;
- South 74 degrees 44 minutes 48 seconds East 80.32 feet to a point;
- South 76 degrees 51 minutes 54 seconds East 69.24 feet to a point;
- South 89 degrees 28 minutes 03 seconds East 95.05 feet to a point;
- South 83 degrees 42 minutes 31 seconds East 89.68 feet to a point;

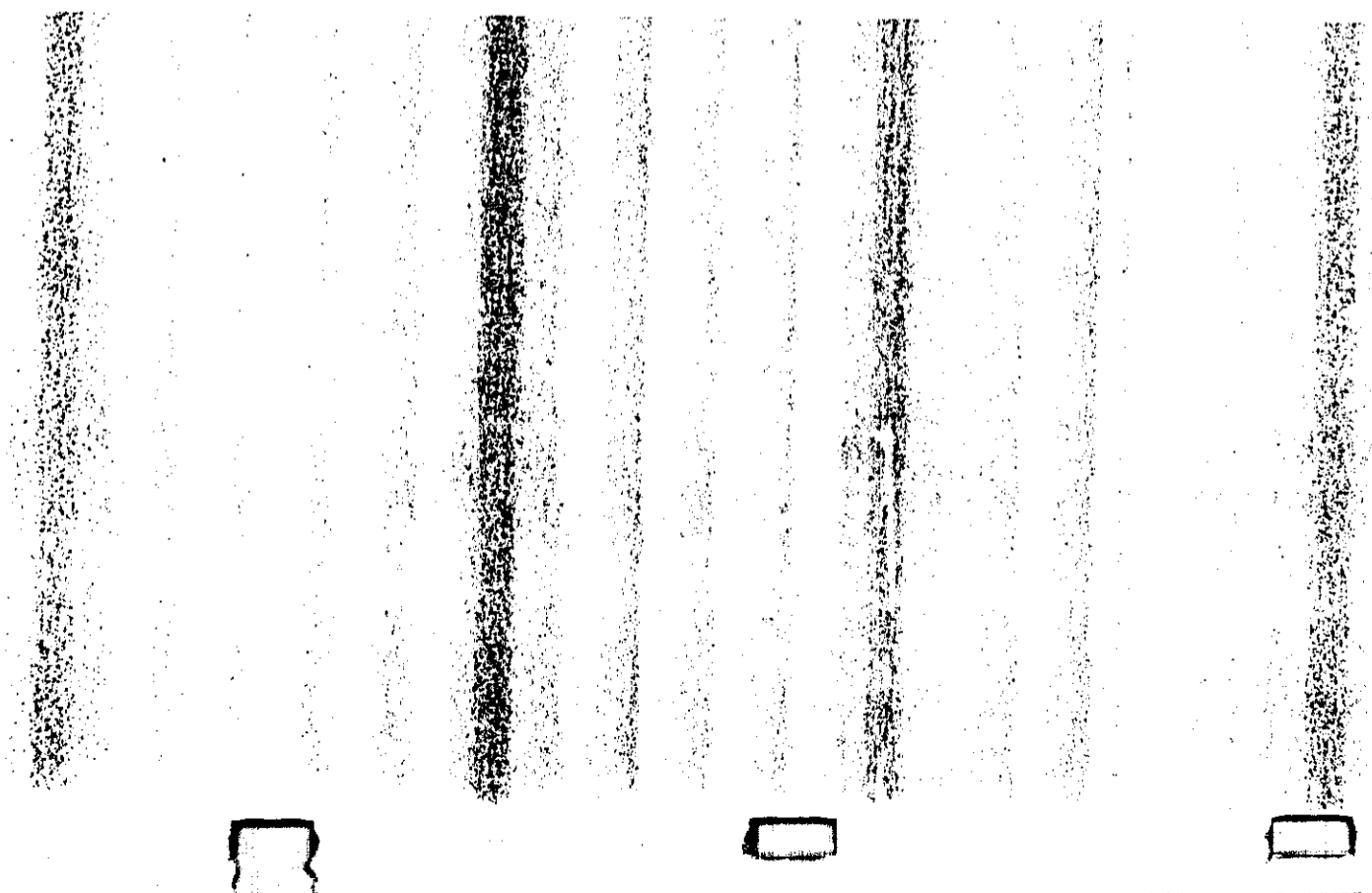


EXHIBIT "A" CONTINUED

South 73 degrees 58 minutes 04 seconds East 72.10 feet to a point;
South 83 degrees 27 minutes 35 seconds East 58.04 feet to a point;
South 61 degrees 58 minutes 18 seconds East 66.26 feet to a point;
South 49 degrees 07 minutes 50 seconds East 90.84 feet to a point;
South 58 degrees 10 minutes 35 seconds East 69.15 feet to a point;
South 76 degrees 49 minutes 12 seconds East 117.46 feet to a point;
South 82 degrees 30 minutes 00 seconds East 128.32 feet to a point;
North 87 degrees 49 minutes 54 seconds East 130.92 feet to a point;
North 62 degrees 29 minutes 00 second East 198.11 feet to a point;
thence leaving said right-of-way and running thence North 01 degree 25
minutes 24 seconds West a distance of 312.35 feet to an iron pin set
(3/4" alum. pin); thence South 89 degrees 19 minutes 25 seconds East a
distance of 1350.00 feet to an iron pin set (3/4" alum. pin); thence
North 01 degree 25 minutes 29 seconds West a distance of 296.69 feet
to a concrete monument found; thence North 01 degree 25 minutes 29
seconds West a distance of 1352.15 feet to a concrete monument found;
thence North 01 degree 24 minutes 24 seconds West a distance of
1409.11 feet to a concrete monument found; thence North 01 degree 23
minutes 00 seconds West a distance of 299.04 feet to a concrete monu-
ment found; thence North 01 degree 21 minutes 05 seconds West a
distance of 638.98 feet to a concrete monument found; thence North 88
degrees 46 minutes 19 seconds West a distance of 669.02 feet to a
concrete monument found at the corner common to Land Lots 180, 181,
270 and 271 said District and County; thence North 01 degree 20 minu-
tes 49 seconds West a distance of 1336.30 feet to a concrete monument
found, which is the TRUE POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

All that tract or parcel of land lying and being in Land Lots 182 and 269 of the 14th District, 1st Section, Forsyth County, Georgia, and being more particularly described as follows:

BEGIN at an iron pin found at the common corner of Land Lots 181, 182, 269 and 270, aforesaid district, section and county; running thence along the land lot line dividing Land Lots 181 and 182, north 89 degrees 18 minutes 41 seconds west a distance of 155.69 feet to a point; thence leaving the land lot line dividing Land Lots 181 and 182, and running north 23 degrees 02 minutes 35 seconds east a distance of 1,098.20 feet to an iron pin found; running thence in a northeasterly direction a distance of 23.5 feet to a point on the southwestern right-of-way line of Buford Dam Road (100-foot right-of-way); running thence in a southeasterly direction along said right-of-way line of Buford Dam Road a distance of 210.00 feet, more or less, to a point; thence leaving the southwestern right-of-way line of Buford Dam Road, and running south 20 degrees 12 minutes 59 seconds west a distance of 197.93 feet to an iron pin found; running thence south 34 degrees 30 minutes 06 seconds east a distance of 210.00 feet to an iron pin found; running thence south 23 degrees 40 minutes 06 seconds west a distance of 419.11 feet to an iron pin found; running thence south 23 degrees 35 minutes 34 seconds west a distance of 133.67 feet to an iron pin found on the land lot line dividing Land Lots 269 and 270, aforesaid district, section and county; running thence along said land lot line, north 89 degrees 18 minutes 41 seconds west a distance of 252.44 feet to the iron pin found at the point of beginning; according to survey for "Davidow and Mountford, Inc.," dated June 1, 1988, prepared by Cordes Quintana & Associates, under the seal of Kenneth E. Quintana, Georgia Registered Land Surveyor No. 2263.

