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DECLARATION OF

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR EDINBURGH

GWINNETT COUNTY, GEORGIA

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FOR
EDINBURGH

GWINNETT COUNTY, GEORGIA

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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR EDINBURGH

GWINNETT COUNTY, GEORGIA

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made on this 1st day of August, in the year Two Thousand by PULTE HOME CORPORATION, a Michigan corporation ("Pulte").

W I T N E S S E T H:

WHEREAS, Pulte is the owner of that certain tract or parcel of land lying and being in Gwinnett County, Georgia which is described on Exhibit A, attached to and made a part of this Declaration (the real property which is described on Exhibit A hereto being herein referred to as the "Edinburgh Property"); and

WHEREAS, Pulte intends to develop the Edinburgh Property as a planned community to be named "Edinburgh" that will include various types of residential housing; and

WHEREAS, Pulte also intends to provide certain open spaces, parks, landscape areas and other facilities and amenities for the use and enjoyment of the owners and residents of the aforesaid Edinburgh community; and

WHEREAS, in order to insure the enjoyment of the aforesaid open spaces, parks, landscape areas and other facilities by the owners and residents of the Edinburgh community, and in order to protect the value of the "Membership Property" (as that term is defined in this Declaration), it is desirable to create an association to own, maintain and administer such open spaces, parks, landscape areas and other facilities, and to administer and enforce the covenants and restrictions imposed by this Declaration on the individually owned properties, and to collect, hold and disburse the charges and assessments provided for in this Declaration; and

WHEREAS, it is intended that every owner of any of the said Membership Property automatically, and by reason of such ownership and this Declaration, become a Member of the aforesaid association and be subject to its valid rules and regulations and the assessments and charges made by such association;

NOW, THEREFORE:

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration. In addition, all terms used in this Declaration which are defined in the Act shall have the meanings ascribed to them in the Act, unless other definitions are ascribed to them in this Declaration.

"Act" shall mean the Georgia Property Owner's Association Act, O.C.G.A. §§44-3-220 through 44-3-235.

"Annual Assessment" shall have the meaning specified in Section 4 of Article VI hereof, and shall constitute the assessments which, pursuant to the provisions of Article VI hereof, shall be levied by the Association against the Membership Property each year for the purpose of raising the funds necessary to pay the "Annual Expenses" (as that term is defined in Section 3 of Article VI hereof).

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

"Association" shall mean the Edinburgh Homeowners Association, Inc., a Georgia non-profit membership corporation.

"Board of Directors" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time.

"Club Access Road" shall mean that segment of the road system within the Edinburgh Subdivision which connects the Golf Course Property to the main entrance of the Edinburgh Subdivision, said main entrance being located at the intersection of the existing public rights-of-way of Settles Bridge Road and Johnson Road.

"Common Area" shall mean all real and personal property submitted to this Declaration which is owned or leased by the Association for common use and enjoyment of the Members, including, without limitation, all of the real and personal property which shall be conveyed and transferred to the Association by the Declarant pursuant to Section 1 of Article III of this Declaration. Common Area shall not include any Membership Property which shall be acquired by the Association through foreclosure of the lien in favor of the Association, as provided for in Article VI of this Declaration.

"Declarant" shall mean Pulte, a Michigan corporation, and shall also include (a) any successor or assign of Pulte who shall acquire the entire interest in the Edinburgh Property which was owned by the immediate predecessor-in-title of such successor or assign, and (b) any successor or assign to whom Pulte shall specifically assign the rights, privileges, duties and obligations of the Declarant under this Declaration; provided, however, that at all times only one party shall have the status of the Declarant under this Declaration. Consequently, in the event that Pulte shall at any time specifically assign the rights, privileges, duties and obligations of the Declarant under this Declaration to a successor or assign, then no party who shall subsequently acquire the entire interest of Pulte (or any successor or assign) in the Edinburgh Property which was owned by its immediate predecessor-in-title shall have the status of the Declarant under this Declaration unless predecessor-in-title was the only then existing Declarant.

"Edinburgh Property" shall mean the entirety of the real property described on Exhibit A, hereto attached and made a part hereof.

"Existing Lots" shall mean, collectively, Lot Nos. 6 and 82 through 97, inclusive, of Block A, and 6 through 14, inclusive, of Block B, of Edinburgh, as shown and depicted on the Subdivision Plat.

"First Mortgage" shall mean a Mortgage conveying a first priority lien upon or security title to any Membership Property.

"Golf Course" shall mean the golf course and related facilities (including, without limitation, clubhouse, golf driving range, putting green, golf cart paths, pro shop, locker rooms, restaurant and other food and beverage facilities, pavillions, maintenance and storage buildings for golf carts and other various mechanical equipment), which is the only use which may be made of the Golf Course Property.

"Golf Course Deed" shall mean that certain Limited Warranty Deed dated February 29, 2000 recorded in Deed Book 20345, Page 94, Gwinnett County, Georgia Records, which Limited Warranty Deed is incorporated herein in its entirety by reference thereto.

"Golf Course Owner" shall mean the Person who holds record title to the Golf Course Property. In the event that the Golf Course Property shall at any time be owned by more than one Person, then the term "Golf Course Owner" shall mean all of said Persons, collectively and jointly and severally.

"Golf Course Property" shall mean the real property which was conveyed to the Golf Course Owner by Pulte by the Golf Course Deed.

"Golf Lot Buffer" shall mean all portions of all Membership Property which are located within twenty (20) feet of the boundary line of the Golf Course Property.

"Golf Lots" shall mean all Lots, any part of which is contiguous to the Golf Course Property.

"Golfer" shall mean any individual who shall have the right of access to, and to be upon, the Golf Course Property, and shall include each invitee, licensee, guest, employee, and other authorized user of the Golf Course, and each officer and employee of the Golf Course Owner and the manager of the Golf Course.

"Limited Common Area" shall mean any Common Area which shall have been designated as Limited Common Area in the limited warranty deed by which the Declarant conveyed the same to the Association.

"Lot" shall mean each of the Existing Lots and each additional plot or parcel of the Edinburgh Property, other than Common Area, which shall be designated for separate ownership and occupancy, as shown on a plat which shall be recorded in the Plat Book Records of Gwinnett County, Georgia, and which shall be submitted to this Declaration as Membership Property by the recording in the Deed Records of Gwinnett County, Georgia of a Supplemental Declaration to this Declaration pursuant to the provisions of Section 2 of Article II hereof. In addition, as used in this Declaration, the term "Lot" shall also mean a "lot" within the meaning of the Act, such that all provisions of the Act relative to "lots" shall apply to the "Lots" within the meaning of this Declaration.

"Member" shall mean the Declarant, until the termination of the Class B Membership, as provided in Section 3 of Article IV of this Declaration, and every other Person who is the record title owner of any Lot.

"Membership Property" shall mean, collectively, the Existing Lots and all portions of the Edinburgh Property which are hereafter subjected to this Declaration as additional Membership Property in the manner described in Section 2 of Article II of this Declaration.

"River Corridor Lot" shall mean any Lot which is identified as a "River Corridor Lot" in the Supplemental Declaration by which such Lot shall have been subjected to this Declaration.

"Subdivision Plat" shall mean, collectively, the Final Plat of Edinburgh, Phase I - Unit I, prepared by Travis Pruitt & Associates, Inc., recorded in Plat Book 86, Page 22, 23, Gwinnett County Records, and any and all other plats of survey which shall be recorded pursuant to the provisions of Article II, Section 2 of this Declaration for the purpose of subjecting additional portions of the Edinburgh Property to this Declaration as Membership Property.

"Supplemental Declaration" shall mean a Supplemental Declaration which shall be executed by the Declarant (and, if applicable, the owner of the real property described therein) and recorded pursuant to the provisions of Section 2 of Article II of this Declaration for the purpose of submitting an additional portion of the Edinburgh Property to the terms and provisions of this Declaration applicable to Membership Property.

ARTICLE II

MEMBERSHIP PROPERTY

Section 1. Membership Property Hereby Subjected to this Declaration. The Declarant, for itself and its successors and assigns, does hereby covenant that the Existing Lots be, and the same hereby are, subjected to this Declaration and the Act as Membership Property and as Lots.

The Declarant, for itself, its successors and assigns, hereby further covenants that the Existing Lots shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in the Act and in this Declaration as applicable to Membership Property and Lots, including, but not limited to, the lien provisions set forth in Article VI hereof. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to Membership Property and Lots shall be a permanent charge on, and shall run with, the Existing Lots.

Section 2. Additional Membership Property Hereafter Subjected to this Declaration. The Declarant may, at any time, and from time to time, subject additional portions of the Edinburgh Property to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration applicable to Membership Property by:

(a) executing and recording in the Deed Records of Gwinnett County, Georgia, a Supplemental Declaration to this Declaration describing such additional Membership Property and stating that this Declaration is thereby extended to, and shall thereafter apply to, such additional Membership Property; and

(b) recording in the Plat Book Records of Gwinnett County, Georgia, a plat of survey showing and depicting the portion of the Edinburgh Property being thereby subjected to this Declaration as additional Membership Property.

From and after the subjecting of such additional Membership Property to this Declaration, such additional Membership Property shall thereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration applicable to Membership Property, including, without limitation, all lien and assessment provisions set forth in this Declaration; from and after the subjecting of such additional Membership Property to this Declaration, all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to Membership Property shall be a permanent charge on, and shall run with, such additional Membership Property.

No approval from any Member of the Association, or from anyone else whomsoever, shall be required for the Declarant to subject any portion of the Edinburgh Property to this Declaration as Membership Property. In addition it shall not be necessary that the Declarant be the owner of any portion of the Edinburgh Property which is subjected to this Declaration as Membership Property, provided that the Supplemental Declaration which subjects such property

to this Declaration shall be executed by both the Declarant and the owner of such portion of the Edinburgh Property.

Section 3. No Effect on Balance of Edinburgh Property. Notwithstanding anything contained in this Declaration which may be construed to the contrary, this Declaration does not create any charge, lien, encumbrance, restriction, or limitation on any portion of the Edinburgh Property other than the Existing Lots unless and until any additional portion of the Edinburgh Property is subjected to this Declaration in the manner set forth, respectively, in Section 2 of this Article II or in Section 1 of Article III, and then, only from that time forward.

Section 4. All Lots Bear the Burdens and Enjoy the Benefits of this Declaration. Every person who is a record owner of a fee or undivided fee interest in any Membership Property does, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title to such Membership Property, agree to all of the terms and provisions of this Declaration. Each of the Lots is subject to all the burdens, and enjoys all the benefits, made applicable thereto hereunder.

Section 5. Easements Over the Lots. The Lots shall be subjected to, and the Declarant does hereby grant to the appropriate grantees thereof, the following easements:

(a) Each Lot shall be subject to all easements which are shown and depicted on the Subdivision Plat as affecting and burdening such Lot;

(b) Each Lot shall be subject to an easement for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;

(c) Each Lot shall be subject to an easement in favor of the Association for the entry by the authorized agents and representatives of the Association to go upon such Lot under the circumstances, and for the purposes, described in Articles VIII and IX of this Declaration;

(d) To the extent that any "Storm Water Facilities" and/or "Sanitary Sewer Facilities" (as those terms are defined in the "Golf Course Deed") shall be located in, on or under any Lots, said Lots shall be subject to the easements benefiting the Golf Course Property which are set forth in paragraphs 1 and 2 of Exhibit D to the Golf Course Deed;

(e) Each Golf Lot shall be subject to an easement benefiting the Golf Course Property for the entry onto such Golf Lot of golf balls which are unintentionally hit onto such Golf Lot in the normal course of play by Golfers playing golf on the Golf Course and for the retrieval of such golf balls from such Golf Lot. Such easement right for the retrieval of golf balls shall be limited to the entry on foot by persons seeking to find and to pick up any such golf ball and to carry such golf ball off the Golf Lot. In no event shall the easement right provided for in this paragraph (e) include the right for a golf cart or any similar mechanical device to be brought onto any Golf Lot or for any Golfer to hit any golf ball while on said Lot. The fact that any person hitting a golf ball onto any Golf Lot, or entering any Golf Lot for the purpose of retrieving any golf ball, shall do so pursuant to an exercise of the easement rights provided for in

this paragraph (e) shall in no event be deemed to relieve such person from any liability that such person may otherwise have under normal legal principles for damage to persons or property caused by such person. However, in no event shall the Golf Course Owner have any liability for any such damage unless the Golf Course Owner, or any officer, director, member, agent or employee of the Golf Course Owner, in his individual capacity, shall have legal liability for the occurrence of such damage, it being the intent hereof that the Golf Course Owner shall not have any liability for any tortious acts of any of the aforesaid individuals;

(f) Each Golf Lot shall be subject to an easement benefiting the Golf Course Property for the overspray of water from the irrigation system for the Golf Course; and

(g) All portions of each Golf Lot which are located within the Golf Lot Buffer shall be subject to the following easements benefiting the Golf Course Property:

(i) An easement for the preservation of any graded slopes developed in connection with the development of the Golf Course;

(ii) An easement for the maintenance of the Golf Lot Buffer. The easement right set forth in this paragraph (ii) shall include the right of the Golf Course Owner to maintain the Golf Lot Buffer in such a manner as said Golf Course Owner shall determine in the exercise of its sole discretion. Without limiting the generality of the foregoing, the Golf Course Owner shall have the right through the exercise of the easement herein set forth to permit any Golf Lot Buffer to remain undisturbed in the condition the same was in at the time the Golf Lot containing such Golf Lot Buffer was originally developed and/or to mow, prune and remove any and all vegetation from said Golf Lot Buffer, and to plant grass thereon, all as determined by the Golf Course Owner. It shall be the responsibility of the owner of said Golf Lot to refrain from making any change to the portion of said Lot consisting of the Golf Lot Buffer which would interfere with or impede the exercise by the Golf Course Owner of the easement right set forth in this paragraph (ii). In no event shall the owner of any Golf Lot place any structure, either permanently or temporarily, within the portion of such Golf Lot consisting of the Golf Lot Buffer, or plant any trees, shrubs, hedges or other vegetation within the same, or remove, prune or trim any trees, shrubs, hedges or other vegetation from the same for any purpose, including, without limitation, the purpose of preserving, restoring or improving the view of the Golf Course from any Golf Lot, without the prior written consent of the Golf Course Owner. By acceptance of his conveyance of title to his Lot, the owner of each Golf Lot thereby acknowledges and agrees that, on account of the manner in which the Golf Course Owner may elect to maintain the portion of said owner's Lot which is located within the Golf Lot Buffer, the Golf Course Owner may obscure, interfere with or entirely eliminate the sight line between said Golf Lot and the Golf Course, and unless the Golf Course Owner shall agree otherwise in writing, said Lot owner shall have no right to remove, prune or trim any tree, shrub, hedge or other vegetation located within the Golf Lot Buffer for the purpose of restoring the same.

(h) At the time certain Lots shall be subjected to this Declaration pursuant to the provisions of Article II, Section 2 hereof, a paved golf cart path, up to eight (8) feet in width, shall have been constructed and installed on such Lots by the Golf Course Owner. Said golf cart path shall be shown and depicted on the Subdivision Plat that shall be recorded together with the Supplemental Declaration that shall subject such Lot(s) to this Declaration. Any Lot on which

such a golf cart path shall have been so constructed shall be subject to a perpetual easement benefiting the Golf Course Property for the maintenance, repair and use of such golf cart path. The exercise of the easement rights set forth in this paragraph (h) shall be conditioned upon the Golf Course Owner indemnifying and holding the owner of the Lot on which such golf cart path is located harmless from and against any liability for any damage or injury to persons or property occurring on such golf cart path. The owner of any Lot on which such golf cart path shall be so located shall refrain from placing any item, and from planting any vegetation, on or within such golf cart path.

ARTICLE III

COMMON AREA

Section 1. Common Area. The Declarant shall have the right to transfer and convey to the Association any portion of the Edinburgh Property. All portions of the Edinburgh Property which the Declarant shall so transfer or convey to the Association shall thereafter constitute Common Area. The Declarant has conveyed the Club Access Road to the Association as Common Area contemporaneously with the recording of this Declaration. There shall be no limitation on the portions of the Edinburgh Property which the Declarant may transfer and convey to the Association as Common Area pursuant to this Article III, nor on the improvements which may be located on such Common Area. Notwithstanding the foregoing, however, contemporaneously with the subjecting of any additional Membership Property to this Declaration pursuant to the provisions of Article II, Section 1 hereof, the Declarant shall transfer and convey to the Association as Common Area all portions of the road system within the Edinburgh Subdivision which shall be necessary to provide access between such Membership Property and the main entrance of the Edinburgh Subdivision, said main entrance being located at the intersection of the existing public rights-of-way of Settles Bridge Road and Johnson Road.

All portions of the Edinburgh Property which shall be transferred to the Association by the Declarant (a) shall be conveyed to the Association by limited warranty deed free of debt encumbrance, and (b) shall be conveyed to the Association subject to the rights and easements set forth in Sections 2 and 3 of this Article III, irrespective of whether the deed of conveyance shall make a specific reference to such rights and easements. Provided that the conveyance of Common Area to the Association satisfies the requirements set forth in subparagraphs (a) and (b) hereof, any portion of the Edinburgh Property which the Declarant may elect to convey to the Association as Common Area may be subject to such covenants, restrictions, easements and encumbrances as shall be determined by the Declarant in its sole discretion.

In the event that any portion of any Common Area to be conveyed by the Declarant to the Association is to constitute Limited Common Area, the deed by which the same shall be conveyed to the Association shall identify such Limited Common Area and designate the particular Membership Property which shall have the exclusive use of such Limited Common Area. In this event, the Limited Common Area so identified in such deed shall be reserved for the exclusive use of those entitled to occupy the Membership Property so designated in such deed.

By joining in the execution of this Declaration, the Association does hereby covenant and agree to accept all conveyances of the Common Area which may be made to it pursuant to, and in accordance with, the terms and provisions of this Section 1.

Section 2. Members' Rights in Common Area. Every owner of any Lot shall have a non-exclusive right and easement of enjoyment and use in and to the Common Area (except for Limited Common Area reserved for the exclusive use of any Membership Property not owned by such owner) and such right and easement shall be appurtenant to, and shall pass with, the title to the Lot(s) owned by such owner. Such right and easement of enjoyment and use are and shall be subject to the easements which are described in Section 3 of this Article III and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Common Area, and the right of the Association, as provided in the Bylaws, to suspend the enjoyment rights of the owner of any Lot during any period in which any assessment which is due to the Association from such owner remains unpaid, and such period as the Board of Directors may consider appropriate for any infraction of its published rules and regulations. In-addition, the Board of Directors may permit other persons who are not residents of the Membership Property to use the Common Area (other than Limited Common Area) upon such terms and conditions, and for the payment of such fees, as shall be determined by the Board of Directors.

Without limiting the generality of any of the foregoing, it shall be the duty of the Board of Directors to exercise its authority to promulgate reasonable rules and regulation regarding the use of the Common Area so as to adopt rules and regulations to govern the operation of motor vehicles on the road system which shall be located on the Common Area, including the adoption and enforcement of appropriate speed limits and the prohibition of the parking of motor vehicles on said road system, except in parking spaces designed for such use.

Section 3. Easements Over Common Area. All Common Area shall be subject to, and Declarant and the Association do hereby grant to the appropriate grantees thereof, the following easements:

(a) An easement across, in, under, over and through the Common Area for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage facilities as exist on the date of this Declaration;

(b) An easement in favor of Declarant for the exclusive use of such portions of the Common Area as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the sale of, any Lots, including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such easements shall be exercisable by any and all persons who the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and builders of residences upon the Lots, irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate at such time as the construction on the Lots of residential buildings has been completed and all of the Lots shall have been conveyed to owners thereof who shall not have acquired the Lots for the purpose of immediate resale of the same. Such easements shall and do exist without affecting the obligation of the owner of any Lot to pay assessments or

charges coming due during such period of time as portions of the Common Area shall be used by authorized persons pursuant to the exercise of the easements herein stated;

(c) The easements benefiting the Golf Course Property set forth in paragraphs 1 and 2 of Exhibit D to the Golf Course Deed;

(d) All portions of the Common Area which abut or are contiguous or adjacent to the Golf Course Property shall be subject to an easement benefiting the Golf Course Property for the entry onto such portion of the Common Area of golf balls which are unintentionally hit onto such portion of the Common Area in the normal course of play by Golfers playing golf on the Golf Course and for the retrieval of such golf balls. Such easement right for the retrieval of golf balls shall be limited to the entry on foot by persons seeking to find and to pick up any such golf ball and to carry such golf ball off the Common Area. In no event shall the easement right provided for in this paragraph (d) include the right for a golf cart or any similar mechanical device to be brought on any portion of the Common Area or for any Golfer to hit any golf ball while on the Common Area. The fact that any person hitting a golf ball onto any portion of the Common Area, or entering any portion of the Common Area for the purpose of retrieving any golf ball, shall do so pursuant to an exercise of the easement rights provided for in this paragraph (d) shall in no event be deemed to relieve such person from any liability that such person may otherwise have under normal legal principles for damage to persons or property caused by such person. However, in no event shall the Golf Course Owner have any liability for any such damage unless the Golf Course Owner, or any officer, director, member, agent or employee of the Golf Course Owner, shall have directly contributed to the occurrence of the such damage;

(e) All portions of the Common Area which abut or are contiguous or adjacent to the Golf Course Property shall be subject to an easement benefiting the Golf Course Property for the overspray of water from the irrigation system for the Golf Course;

(f) An easement benefiting the Golf Course Property for the installation, construction, maintenance, repair and use of a paved golf cart path over, across and through those portions of the road system on the Common Area which shall be necessary to connect together the various parts of the Golf Course (said portion of the Common Area being hereinafter referred to as the "Cart Crossing Areas"). It shall be a condition of the exercise of the easement rights set forth in this paragraph (f) that the Golf Course Owner shall indemnify and hold the Association harmless from and against any liability for any damage or injury to persons or property occurring on any of the Cart Crossing Areas, including, without limitation, any personal injuries resulting from any accident between any motor vehicle and any golf cart which shall occur on any of the Cart Crossing Areas;

(g) The Club Access Road shall be subject to a perpetual, non-exclusive easement benefiting the Golf Course Property for vehicular and pedestrian travel to and from the existing public right-of-way of Settles Bridge Road and the Golf Course Property; provided, however, that the exercise of the easement granted in this paragraph (g) shall be subject to: (i) such reasonable requirements and procedures regarding the operation of motor vehicles upon the Club Access Road as may be promulgated from time to time by the Board of Directors and which are equally and non-discriminately enforceable against both Golfers and the persons who reside on Membership Property; (ii) the right of the Association to restrict access to the Club Access Road

in the manner hereinafter provided for; and (iii) the payment to the Association by the Golf Course Owner of the amounts described in the following provisions of this paragraph (g).

The Association shall have the right to install and to operate such devices and installations as the Board of Directors may determine for the purpose of restricting access to the Club Access Road to Golfers and residents of the Membership Property. Such devices may include, but may not be limited to, a guard house staffed by security personnel and electronic monitoring equipment. The Golf Course Owner shall reimburse the Association for fifteen percent (15%) of all direct operating costs which the Association shall reasonably incur in connection with the operation of any such devices and installations. (The Golf Course Owner shall not be obligated to reimburse the Association for any capital expenditures which the Association shall incur in connection with such devices and installations or the repair, maintenance or replacement of the same.) The Golf Course Owner shall pay the aforesaid share of said operating costs to the Association as periodically as the Association shall determine but in no event more frequently than four times per calendar year. Each such payment shall be made within thirty (30) days after the date on which the Association shall provide the Golf Course Owner with evidence reasonably demonstrating the amount of such operating expenses which the Association shall have incurred during the applicable period and the payment of the same by the Association. In the event that the Golf Course Owner shall fail at any time to pay to the Association, at the time the same shall have been due, the amount for which it shall be liable to the Association pursuant to the foregoing provisions of this paragraph (g), and said failure shall continue for more than thirty (30) days after the date on which the Association shall have provided the Golf Course Owner with a written notice of such failure, then the right of the Golfers to exercise the easement set forth in this paragraph (g) shall be suspended and shall remain suspended until such time as the Golf Course Owner shall pay to the Association the amount owed by it, as hereinabove provided.

It shall be the duty of the Board of Directors to adopt and to cause to be carried out and followed a procedure for the operation of the aforesaid security devices and installations that will permit Golfers to exercise the easement over the Club Access Road set forth in this paragraph (g) so as to have access to the Golf Course without experiencing a delay or an inconvenience that is unacceptable to the Golf Course Owner. Said procedure may be modified from time to time by the Board of Directors. In order to facilitate the foregoing access by Golfers, the procedure adopted by the Board of Directors for the operation of the said security devices and installations, and all modifications to the same, shall be subject to the approval of the Golf Course Owner, which approval shall not be unreasonably withheld or delayed; and

(h) All Common Area shall be subject to:

(i) a perpetual, non-exclusive easement over, on, across and through all roads, drives and streets located on the Common Area, for the benefit of all of the Edinburgh Property which shall not have been subjected to this Declaration as Membership Property or Common Area (the "Benefited Land"), for the purpose of providing access between and among all portions of the Benefited Land, and between the Benefited Land and the existing public right-of-way of Settles Bridge Road; and

(ii) a perpetual, non-exclusive easement, for the benefit of the Benefited Land, for the repair, maintenance and use of all sewer, water, gas, electric, telephone, cable and other utility lines and pipes now or hereafter located in, on, under or through the Common Area and serving any portion of the Benefited Land.

Section 4. Damage or Destruction. In the event that any improvements located on any Common Area shall be damaged or destroyed on account of the occurrence of any casualty, the Board of Directors shall proceed with the filing and settlement of all claims arising under any policy of insurance maintained by the Association with respect to such improvements and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

Any such damage or destruction shall be repaired or reconstructed unless it shall be decided, within ninety (90) days after the occurrence of the casualty, by eighty percent (80%) of the total vote of all then existing classes of Membership of the Association not to so repair or reconstruct such damage. In the event that it shall be so decided not to repair or reconstruct any such damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be applied to such purposes as may be determined by the Board of Directors.

Section 5. Sale or Abandonment of Common Area. In no event shall the Association abandon, sell or transfer any portion of the Common Area unless such abandonment, sale or transfer shall be first approved in writing by: (a) the owners of no fewer than eighty percent (80%) of the Lots, and (b) the holders of no fewer than eighty percent (80%) of the First Mortgages existing in regard to the Lots; and (c) the Declarant, until such time as the Class B Membership shall terminate (as provided for in Article V, Section 3 of this Declaration). Notwithstanding the foregoing, however, the provisions of this Section 5 shall not be deemed to prohibit or limit the power and authority of the Association to grant a security interest in any Common Area, both real and personal, as collateral for money borrowed by the Association for any Association purpose. Without limiting the generality of the foregoing, the Board of Directors shall have the power and authority, upon the affirmative vote of a simple majority of the members thereof (and without the requirement that the same be approved by any Members or the holders of any Mortgage upon an Lot), to subject any Common Area to a Mortgage to secure the repayment by the Association of any money borrowed by the Association in connection with the repair and replacement of any Common Area and/or the construction of any capital improvements upon any Common Area.

ARTICLE IV

GOLF COURSE

The Golf Course Property is not Common Area or Membership Property and is not subject to any of the liens, charges, covenants or restrictions set forth in this Declaration. (Because the Golf Course Property is not Membership Property, the Golf Course Owner shall not be a member of the Association and shall not have the right to vote with respect to any Association matters.) By the terms of the Golf Course Deed, the Golf Course Property is

restricted in perpetuity to use as a golf course and related facilities, and this restriction may be enforced by any person who shall own any Lot. Except for the use restriction on the Golf Course Property set forth in the Golf Course Deed, there are no rights or interest in or to the Golf Course that are appurtenant to the ownership of the Membership Property, and there are no limitations or restrictions on the ownership, use or operation of the Golf Course Property, and no Person shall have any right to enter upon any portion of the Golf Course Property by virtue of his ownership of any Membership Property. The ownership of any Membership Property shall not be deemed to include any right in or claim to any part of the Golf Course Property or the Golf Course.

ARTICLE V

THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been filed for record with the Clerk of the Superior Court of Gwinnett County, Georgia, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, management and operation of the Common Area, the enforcement of the covenants and restrictions set forth in this Declaration, the collection of all assessments provided for in Article VI of this Declaration, and the performance of such other duties and the provision of such services as the Board of Directors shall deem to be in the best interests of the Members. The Association shall have all the power and authority provided to the Association by the provisions of Section 44-3-231 of the Act.

The Declarant's plan for the development of the Edinburgh Property contemplates that the Lots located in different portions of the Membership Property will be developed with separate and distinct types of residential structures, and that the Association may provide certain services (such as landscaping and grounds maintenance and property insurance coverage) for the benefit of certain Lots that it will not provide for other Lots. There shall be no requirement that the services to be provided by the Association be provided uniformly to all of the Membership Property and the Board of Directors shall have the specific power and authority to cause the Association to provide certain services to certain Lots that it shall not provide to other Lots.

Section 2. Membership. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Lot is and shall be a Member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The transfer of ownership of a fee or undivided fee interest in any Lot shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Lot.

Section 3. Classes of Membership; Voting Rights. The Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A Members shall be all those persons holding an interest required for membership in the Association, as specified in Section 2 of this Article V, except for

the Class B Member. The Class A Members shall be entitled to full voting privileges on the earliest of the following dates to occur: (i) the date which the Declarant may so designate by a written designation executed by both the Declarant and by the holder or holders of any Mortgage upon any portion of the Edinburgh Property which is owned by the Declarant and which is recorded with the Clerk of the Superior Court of Gwinnett County, Georgia, (ii) the date on which the Declarant shall no longer own record title to any portion of the Edinburgh Property, and (iii) April 1, 2015. Before the earliest of these dates to occur, the Class A Members shall be entitled to vote only on (a) any proposal of merger, consolidation or dissolution of the Association; (b) any proposal pursuant to Article X of this Declaration to amend this Declaration; and (c) any other matter for which it is herein specifically provided, or for which it is provided by the Act or the Georgia Nonprofit Corporation Code, that approval of each and every class of membership of the Association is required.

When entitled to vote, the Class A Members shall be entitled to cast one (1) vote for each Lot in which they hold an interest required for membership by Section 2 of this Article V.

(b) Class B. The Declarant shall be the sole Class B Member. Class B membership shall be a full voting membership and, during its existence, the Class B Member shall be entitled to vote on all matters and in all events. Without limiting the generality of the foregoing, the Class B Member will itself elect all of the members of the Board of Directors until the termination of the Class B membership. At such time as the Class A Members shall be entitled to full voting privileges, as provided in paragraph (a) hereof, the Class B membership shall automatically terminate and cease to exist, and the Class B Member shall be and become a Class A Member insofar as it may then hold any interest required for membership by Section 2 of this Article V.

From and after the date on which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

Section 4. Suspension of Membership Rights. The membership rights of any Member of the Association, including the right to vote and to use the Common Area, may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such Member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the Member's property in favor of the Association.

Section 5. Meetings of the Membership. All matters concerning the meetings of Members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to Members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in the Act, the Georgia Nonprofit Corporation Code, this Declaration, or in the Articles of Incorporation or the Bylaws.

Section 6. Association Acts Through Its Board of Directors. The Board of Directors shall have the power and authority to exercise all of the power and authority of the Association, as provided for in Section 1 hereof. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall

be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the Members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B Member) shall be personally liable to any owner or any Member for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 7. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, and may enter into such agreements for the management of the Common Area as the Board of Directors deems to be in the best interests of the Association.

ARTICLE VI

ASSESSMENTS

Section 1. Assessments; Lien Therefor. The Declarant, as the owner of all of the Lots, hereby covenants and each person who shall own any Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, shall be deemed to covenant and agree to pay to the Association all assessments and charges which are levied by the Association against the Lot(s) owned by such person in accordance with the terms and provisions of this Declaration.

As more fully provided in Section 44-3-232(a) of the Act, all sums lawfully assessed by the Association against any Lot and the owner thereof, shall, from the time the sums become due and payable, be the personal obligation of the owner of such Lot and shall constitute a lien on such Lot in favor of the Association. Such lien shall be prior and superior to all other liens whatsoever, except:

(a) liens for ad valorem taxes and other governmental assessments on the Lot;

(b) the lien of any First Mortgage or the lien of any Mortgage recorded in the Deed Records of Gwinnett County, Georgia prior to the recording of this Declaration; or

(c) the lien of any secondary purchase money Mortgage covering the Lot, provided that neither the grantee nor any successor grantee of the Mortgage is the seller of the Lot.

Section 2. Personal Obligation of Members. Each Member of the Association other than the Declarant, by acceptance of a deed or other conveyance to the Lot(s) owned by such Member, irrespective of whether it shall be so expressed in any such deed or other conveyance, and by acceptance of ownership of such Lot (s), and by taking record title to such Lot(s), shall be deemed to covenant and agree to pay to the Association:

(a) His share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 hereof; and

(b) When properly authorized in accordance with Section 5 hereof, special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the Person who is the owner of the Lot against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be a covenant running with the land (the Lots against which such assessments shall be levied).

Section 3. Purposes of Assessments. The assessments levied by the Association pursuant to this Article VI shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to the Act, this Declaration, the Articles of Incorporation and the Bylaws (such costs and expenses being herein referred to as the "Annual Expenses"). Without limiting the generality of the foregoing, the Annual Expenses shall include (but shall not be limited to) the costs of: repair and maintenance of all Common Area; payment of all governmental charges, taxes and assessments which shall be levied against all Common Area; payment of all costs and expenses incurred by the Association in connection with its operations, including, without limitation, the costs of providing security services for the Membership Property; payment of costs of irrigation of Common Area; payment of the premiums for all policies of property and liability insurance maintained by the Association with respect to Common Area; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for the repair and replacement of improvements located on the Common Area and for such other purposes as the Board of Directors shall determine, in all cases in such amounts as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ; and payment of the fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including legal, accounting and architectural services.

Section 4. Determination of Annual Assessment. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Board of Directors shall thereupon adopt a budget for the Association's expenditures and reserve fundings based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the "Annual Assessment"). In connection with its determination of the amount of the Annual Assessment, the Board of Directors shall also determine the amount of the Annual Expenses which, in the judgment of the Board of Directors, will benefit less than all of the Lots (such as Annual Expenses which the Association shall incur for the provision of any services to some, but less than all, of the Lots) and the amount of the Annual Expenses which

shall significantly disproportionately benefit all of the Lots. The amounts of the Annual Expenses which the Board of Directors shall determine as benefiting less than all of the Lots shall be specially assessed equitably among all of the Lots so benefited, and shall be made a part of the Annual Assessment which shall be payable by the owners of the Lots so benefited.

In addition, the amount of the Annual Expenses which the Association shall incur in regard to any Limited Common Area shall be specially assessed among all of the Lots which shall have the exclusive use of such Limited Common Area, and shall be part of the Annual Assessment which shall be payable by the owners of such Lots.

Prior to the commencement of the fiscal year during which any Annual Assessment is to be levied, the Association shall send to each Member a copy of the budget so adopted for the Association by the Board of Directors, together with a statement setting forth both the gross amount of the Annual Assessment which shall be payable for such fiscal year and the specific amount of such Annual Assessment which shall be levied against the Lot(s) owned by such Member. Each Lot shall be liable for that share of each Annual Assessment which shall be so determined by the Board of Directors and set forth in the notice given to the owner of such Lot, as aforesaid. Notwithstanding the foregoing, however, the failure by the Association to provide to the Members the information described in this paragraph within the times required herein shall have no effect on the liability of the Members for the payment of the Annual Assessment.

The amount of each Annual Assessment which shall be levied against each Lot shall be due and payable to the Association in such installments as the Board of Directors shall determine, and after notice of the same shall have been given to all of the Members, shall be paid to the Association when due without further notice.

Section 5. Special Assessments. If for any reason, including non-payment of any assessments to the Association by the persons liable therefor, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Lots and the owners thereof to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this Section 5 shall be payable at such times and such installments as the Board of Directors shall determine.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any Member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual or special assessment, or any installment of any annual or special assessment which is payable by him to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. As more fully provided in § 44-3-232(a) of the Act, all such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Lot owned by the delinquent Member, which lien shall bind such Lot or Lots in the hands of the then owner, and his heirs, devisees,

successors and assigns.

(b) The owner of the Lot against which such assessment was made shall be personally obligated to the Association for the payment of the entirety of such assessment, and such Lot shall be subject to the lien for the same. In addition, the personal obligation of such Lot owner and the lien against such Lot shall include:

(i) a delinquency charge in the amount of the greater of $10.00 or ten percent of the amount of the assessment for which such Lot and the owner thereof shall be liable;

(ii) interest on the amount of such assessment and the delinquency charge from the date the same was first due and payable at the lower of the rate of ten (10%) percent per annum or the highest rate permitted by law;

(iii) all costs incurred by the Association in connection with the collection of the amounts owed, including courts costs, the expenses incurred by the Association for the protection and preservation of the Lot, and reasonable attorneys' fees actually incurred; and

(iv) the fair rental value of the Lot from the time of the institution of an action for collection of the amounts owed in regard to such Lot until the sale of the Lot at foreclosure or until judgment rendered in the action is otherwise satisfied. In the event that any member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual or special assessment, or any installment of any annual or special assessment which is payable by him to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. As more fully provided in the Act, all such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Lot owned by the delinquent member, which lien shall bind such Lot or Lots in the hands of the then owner, and his heirs, devisees, successors and assigns.

ARTICLE VII

ARCHITECTURAL RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 1. Architectural Restrictions Applicable to Golf Lots The exterior siding material of every house that shall be constructed on any Golf Lot shall be stone, brick, architectural shakes, stucco or a combination of the foregoing siding materials. As provided in Article II, Section 5 of this Declaration, no structure of any kind may be placed within the portion of any Golf Lot consisting of the Golf Lot Buffer. In addition to the foregoing, all Golf Lots shall be subject to any architectural restrictions that may be set forth in the Supplemental Declaration which shall have subjected said Golf Lots to this Declaration.

Section 2. Architectural Restrictions Applicable to Additional Membership Property. It is the intent of the Declarant for the development of the Edinburgh community that different

portions of the Membership Property will be subject to different architectural and land disturbance restrictions, even though the architectural and land disturbance restrictions to which any part of the Membership Property will be subject will be enforced by the Board of Directors pursuant to the terms and provisions of this Declaration. Not all of the Membership Property will be subject to the same architectural and land disturbance restrictions. Each Supplemental Declaration will set forth any architectural and land disturbance restrictions that will apply to the additional Membership Property which shall be subjected to this Declaration as Membership Property by the Declarant's execution and recording of such Supplemental Declaration. All architectural and land disturbance restrictions which shall be set forth in any Supplemental Declaration shall thereafter be as binding on the Membership Property which is the subject of such Supplemental Declaration as if such architectural and land disturbance restrictions were set forth in their entirety in this Declaration.

Section 3. Combination of Lots. Unless the same shall be prohibited or restricted under the terms of the Supplemental Declaration which shall have subjected the same to this Declaration, or any other declaration of covenants to which the same may be subject, the owner of any two or more contiguous Lots shall have the right to cause such Lots to be combined together by furnishing the Board of Directors with a notice of his intent to do so. Upon the receipt by the Board of Directors of any such notice, the Lot created by such combination shall thereafter be deemed to be a single Lot for all purposes of this Declaration, except as hereinafter provided. Notwithstanding the foregoing, the amount of assessments for which such single Lot shall be thereafter liable pursuant to the provisions of Article VI of this Declaration shall be equal to the total assessments for which all of the Lots which were so combined would have been liable had such combination not taken place.

Section 4. Architectural Control of Structures.

(a) No building, fence, wall, garage, patio, carport, playhouse, children's play equipment, exercise equipment, swimming pool, mail-box or any other structure of any kind or description shall be commenced, constructed, installed, erected or maintained upon any Membership Property, nor shall any exterior addition to, change in (including, without limitation, any change in the type of roofing material or in the color of the paint, stain or varnish), or alteration of, any structure located on any Membership Property be made until complete and final plans and specifications, setting forth the information hereinafter described, shall have been submitted to, and approved in writing by, the Board of Directors. In determining whether to approve or to disapprove any proposal for any structure or any alteration pursuant to the provisions of this Section 4, the Board of Directors shall have the authority to act upon purely subjective aesthetic considerations. Approval by the Board of Directors of any proposal shall in no event be deemed to constitute an approval of any similar proposal which shall be subsequently submitted to the Board of Directors. It shall be the duty of the Board of Directors to approve or disapprove each request for approval of the construction of a structure on a Lot, or the alteration of an existing structure located on any Lot, within thirty (30) days after said plans and specifications including all of the information identified in paragraph (b) hereof which is applicable to the particular request which shall have been submitted to it.

(b) The plans and specifications which must be submitted to the Board of Directors prior to the commencement of any structure upon any Lot, or the alteration of any

existing structure on any Lot, as hereinabove provided, shall contain at least the following information:

(i) In the case of a proposed new structure, a site plan showing the shape and size of the proposed structure and its location on the Lot on which the same is proposed to be constructed;

(ii) In the case of a proposed new house, elevation drawings of all sides of such house and specifications of exterior materials, color scheme, lighting scheme and other details affecting the exterior appearance of the proposed house;

(iii) In the case of a proposed alteration to or change in an existing structure, a description of the proposed alteration or change, including a color sample, if applicable; and

(iv) In all cases, such additional information as the Board of Directors may require concerning the proposed structure or alteration.

(c) All approvals and disapprovals by the Board of Directors of the plans and specifications for any structure to be constructed or altered on any Membership Property shall be conclusive and binding upon all Members.

(d) It shall be the duty of the Board of Directors to maintain in effect a series of standardized designs of fences that may be erected upon the Lots. Said standardized fence designs which shall be so maintained by the Board of Directors are hereinafter referred to as the "Approved Fence Details." The Board of Directors may modify and change the Approved Fence Details, and adopt additional Approved Fence Details, at any time, and from time to time, as the Board of Directors shall determine in the exercise of its discretion. There shall be no requirement that every Approved Fence Detail be available for every Lot; rather, certain Approved Fence Details may be available only for certain Lots. The Board of Directors shall furnish the owner of any Lot with a copy of the then existing Approved Fence Details upon such Lot owner's request.

In no event shall any fence be erected on any Lot unless (i) the design of such fence shall conform to the Approved Fence Details then available for the particular Lot and (ii) the specific location of the fence on the Lot shall have been approved in writing by the Board of Directors.

(e) The Association shall upon demand at any time, furnish to any owner of any Lot a certificate in writing signed by an officer of the Association, stating that any building, fence, wall, garage, patio, carport, playhouse, swimming pool, mail-box or other structure erected upon such owner's Lot, or any exterior addition to, change in, or alteration of any structure owned by such Member on a Lot, is in compliance with the provisions of this Section 4 of Article VII, and such certificate shall be conclusive as to whether the same is in such compliance.

Section 5. Control of Lot Contours. In no event shall the grade of any Lot be altered, or the contour of any Lot changed, unless said alteration or change shall have been approved in writing by the Board of Directors. It shall be the duty of the Board of Directors to approve or disapprove each request for the alteration or change of the grade or contour of any Lot within thirty (30) days after the date on which the owner of such Lot shall have submitted to the Board of Directors a plan for the alteration or change of the grade or contour of such Lot, which plan shall depict the elevation of the Lot after the making of such alteration or change to a degree of detail which shall be satisfactory to the Board of Directors. All approvals and disapprovals by the Board of Directors of any proposal to alter or change the grade or contour of any Lot shall be conclusive and binding upon all Members.

Section 6. River Corridor Lots. In no event shall any tree be removed from any River Corridor Lot, and in no event shall any impervious surface be constructed or installed on any River Corridor Lot, unless and until the same shall have been approved in writing by the Board of Directors.

Section 7. Detention Pond Buffers. No tree, bush, hedge or any other type of foliage may be cut down or removed from that portion of any Lot abutting a detention pond which is shown and depicted on the Subdivision Plat as being within an area designated as "25' Replanting Buffer". Rather, said portion of any such Lot shall be kept by the owners thereof in an undisturbed condition.

Section 8. Violation of Restrictions. In the event that any construction or alteration work is undertaken or performed upon any Membership Property without application having been first made and approval obtained as provided in paragraph (a) of Section 4 hereof, or in the event that the work of altering or changing the grade or contour of any Lot shall be undertaken without application having been first made and approval obtained as provided in Section 5 hereof, said construction or alteration work, as the case may be, shall be deemed to be in violation of the covenants of this Declaration, and the Person upon whose Membership Property said construction or alteration work was undertaken or performed may be required to restore to its original condition, at his sole expense, the Membership Property upon which said construction or alteration was undertaken or performed. Upon the failure or refusal of any Person to perform the restoration required herein, the Board of Directors, or its authorized agents or employees, may, after fourteen (14) days' notice to such Person, enter upon the Membership Property upon which such unauthorized construction or alteration work has been performed, and make such restoration as the Board of Directors, in the exercise of its discretion, may deem necessary or advisable. The Person upon whose Membership Property such restoration work shall have been so performed shall be personally liable to the Association for all direct and indirect costs which the Association shall incur in the performance of such restoration work, and the liability for such cost shall be secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in Article VI of this Declaration. Such costs shall be paid to the Association by the Person liable for the same at the same time as the next due Annual Assessment payment, as provided in Section 4 of Article VI of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

Section 9. Declarant Exemption. Notwithstanding anything stated to the contrary herein, the Declarant shall be exempt from the architectural control provisions set forth in this

Article VII, other than the provisions of Section 1 thereof. Nothing contained in this Article VII (other than the provisions of Section 1 thereof) shall be construed as prohibiting or restricting any construction by the Declarant upon any Lot, or the grading or excavation of any Lot, while such Lot is owned by the Declarant. The exemption of the Declarant from the architectural control provisions of this Article VII shall survive the termination of the Class B Membership.

Section 10. Architectural Advisory Committee. The Board of Directors shall be authorized to appoint an architectural advisory committee to advise it and assist it in connection with its performance of its responsibilities under this Article VII. The functions which may be performed by any such architectural advisory committee shall include reviewing plans and specifications which are submitted to the Board of Directors in connection with proposals to construct or alter improvements upon the Lots and to make recommendations to the Board of Directors with respect to such plans and specifications.

ARTICLE VIII

RESTRICTIONS

In order to provide for the maximum enjoyment of the Membership Property by all of the residents and occupants thereof, and to provide protection for the value of the same, the use of the Membership Property shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Single-Family Use. All of the Lots shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. No Lot shall at any time be used for any commercial, business or professional purpose. No business, trade, garage sale, moving sale, rummage sale or similar activity shall be conducted on any Membership Property. Notwithstanding the foregoing, however, nothing set forth in this Section 1 shall prohibit: (a) the Declarant from conducting such sales, leasing and promotional activities on any Lot as said Declarant shall determine; or (b) the owner of any Lot from using a portion of a building located on such Lot as an office, provided that such use does not create regular customer or client traffic to and from such Lot and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Lot.

Section 2. Other Use Restrictions. Any Supplemental Declaration may set forth use restrictions that will apply to the additional Membership Property which shall be subjected to this Declaration as Membership Property by the Declarant's execution and recording of such Supplemental Declaration. Any use restrictions which shall be set forth in any Supplemental Declaration shall thereafter be as binding on the Membership Property which is the subject of such Supplemental Declaration as if such use restrictions were set forth in their entirety in this Declaration, and will be enforceable by the Board of Directors and the Members pursuant to the terms and provisions of this Declaration. Not all of the Membership Property must be subject to the same use restrictions.

Section 3. Prohibited Activities. No noxious or offensive activity shall be conducted on any Membership Property. Each owner of any Lot, his family, tenants, guests and invitees, shall refrain from any act or use of his Membership Property which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Lot.

Section 4. Nuisances. No nuisance shall be permitted to exist upon any Membership Property. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot, or any portion thereof.

Section 5. Trash. No portion of any Membership Property shall be used as a dumping ground for rubbish, trash or garbage, nor shall any trash or garbage be permitted to accumulate upon any Membership Property. Garbage containers shall be buried or screened on each Lot so that the same shall not be visible from the street or from any part of any other Lot or from any portion of the Golf Course Property.

Section 6. Animals. No Membership Property shall be used for the keeping or breeding of animals, livestock or poultry of any kind, except that a reasonable number of household pets may be kept, provided that they are neither kept for breeding nor maintained for any commercial purpose, and provided that none of such pets are permitted to be a source of annoyance to any other resident or residents of any other Lot. All dogs shall be kept on a leash at all times when such dogs are outside the boundaries of a Lot.

Section 7. Signs. No sign of any kind or character shall be posted or erected on any portion of any Lot, or displayed to the public on any portion of any Lot, except as permitted under the provisions of paragraphs (a) and (b) hereof. The restriction herein stated shall include the prohibition of placement of any sign within a building located on any Lot in a location from which the same shall be visible from the outside and the placement of any sign in or upon any motor vehicle.

(a) It shall be the duty of the Board of Directors to adopt specifications for signs that may be posted on the Lots to advertise the same for sale or rent and to promulgate such specifications. The owner of every Lot shall have the right to post one such sign on his Lot, provided that such sign (i) complies with the specifications for the same that shall have been so adopted by the Board of Directors and (ii) is positioned such that it shall face the street on which such Lot is located.

(b) The owner of any Lot which does not contain a house that has ever been occupied as a residence by any owner thereof shall have the right to post one sign, in addition to the sign that said owner shall have the right to post pursuant to paragraph (a) hereof, advertising such Lot for sale.

Section 8. Antennas; Aerials; Satellite Dishes. No antennas, aerials, satellite dishes or other reception devices having a diameter or diagonal measurement greater than one meter shall be installed on any Membership Property. So long as reception of an acceptable quality is not precluded, the antenna, aerial, satellite dish or other reception device of appropriate size

shall be located only on that portion of a Lot which is least visible from public view and shielded so as to minimize any risk and to ensure a nuisance is not created.

Section 9. Clotheslines. No clothesline shall be erected on any portion of any Membership Property.

Section 10. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Lot, nor shall any air-conditioner be installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

Section 11. Temporary Structures. Subject to the right of the Declarant to promote the sale of Lots, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any Lot at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors; provided, however, that temporary structures may be erected or placed upon a Lot for use in connection with the repair or construction of structures upon such Lot.

Section 12. Vehicles; Trailers; Boats; Automobiles. No boat, trailer, boat trailer, camper, truck or utility trailer shall be permitted to be stored or repaired upon any Lot unless the same is entirely confined within a garage located on such Lot and the door of such garage is kept in a closed position. No automobile may be parked upon any Lot unless the same is parked on a pavement area located on such Lot for such purpose, and the same is in operating condition and has affixed thereto a then current license tag and, if applicable, operating sticker.

Section 13. Enforcement by Members. In the event that the owner of any Lot, or any Person who is entitled to occupy any Lot, shall fail to comply with or abide by any restriction set forth in this Article VIII, then, in addition to his rights under Section 1 of Article XI of this Declaration, the owner of any other Lot who is aggrieved by such failure of compliance or abidance shall have the right to proceed at law or in equity to compel such owner or such occupant to comply therewith and abide thereby. Additionally, any owner of any Lot who, or whose lessee, shall fail to comply with or abide by any such restriction shall be liable for any damages as may be suffered by any other owner of any Lot as a consequence of such failure.

Section 14. Enforcement by Golf Course Owner . In the event that, subsequent to the termination of the Class B membership, as provided for in Article V, Section 3 of this Declaration, the owner of any Lot, or any Person who is entitled to occupy any Lot, shall fail to comply with or abide by any restriction set forth in this Article VIII, the Golf Course Owner shall have the right to proceed at law or in equity to compel such owner or such occupant to comply therewith and abide thereby. The Golf Course Owner shall have no right to seek the compliance or abidance of any of the restrictions set forth in this Article VIII prior to the termination of the Class B membership.

ARTICLE IX

MAINTENANCE OF MEMBERSHIP PROPERTY AND LANDSCAPING

Section 1. Maintenance of Membership Property. Except for the portions of the Membership Property which are within the Golf Lot Buffer (which the Golf Course Owner shall have the right to maintain, as provided for in Article II, Section 4 of this Declaration), all Membership Property, including, without limitation, all Lots and all buildings and other improvements located on any Lots, shall be kept and maintained in a neat and attractive condition which is satisfactory to the Board of Directors by the owner(s) thereof or other party (such as a community association) who shall have the responsibility for maintaining the same. No children's play equipment, exercise equipment, picnic equipment, athletic equipment or any similar item may be placed upon any Membership Property unless the placement of the same shall have been approved by the Board of Directors pursuant to the provisions of Article VII, Section 5 of this Declaration.

All determinations made by the Board of Directors concerning whether any Membership Property is in a satisfactory condition, shall be conclusive and binding upon all Members.

Section 2. Failure of Maintenance. In the event that any Membership Property which is outside of the Golf Lot Buffer fail to be maintained in a condition which is satisfactory to the Board of Directors, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving to the owner of such Membership Property at least fourteen (14) days' notice and an opportunity to correct the unsatisfactory condition, to enter upon the Membership Property and correct the unsatisfactory condition, including, without limitation, cutting the grass, weeds, and other vegetation, and removing dead trees, shrubs and other plants. The owner of the Membership Property upon which such work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such work, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as are the assessments and charges provided in Article VI of this Declaration. In addition, all such costs shall be paid to the Association by such owner at the same time as the next due Annual Assessment payment, as provided in Section 4 of Article VI of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

ARTICLE X

AMENDMENT

The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by (a) those Members of the Association who own in the aggregate, no-fewer than sixty-seven percent (67%) of the Lots not owned by the Declarant, (b) the Declarant, if the Declarant shall then own any Lot or any other portion of the Edinburgh Property, and (c) the Golf Course Owner, if the proposed amendment amends any of the

following provisions of this Declaration: Article II, Section 5, paragraphs (d), (e), (f) or (g) or (h); Article III, Section 3, paragraphs (c), (d), (e), (f) or (g); Article IV; Article VII, Section 1; or Article VIII. The approval of any such amendment by the Members of the Association shall be given by each such Member either casting a vote in favor of such amendment at a meeting of the Members of the Association duly called for such purpose, or by such Member signing a written approval of such amendment after the date on which such meeting was held, notwithstanding anything set forth to the contrary in the Articles of Incorporation or Bylaws. If any such amendment is required to be approved by the Declarant or the Golf Course Owner, such approval shall be given only by such Person executing a written approval of the same.

Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording with the Register of Deeds of Gwinnett County, Georgia, of an instrument certified by the incumbent President of the Association setting forth such amendment and stating that the approval of the Members of the Association which, under the provisions of this Article X, is required for such amendment to be effective, has been given and obtained, and containing the written approval of the Declarant, if the same is required (as hereinabove provided).

The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Each Person who shall own any Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, and each holder of a Mortgage upon any portion of any Lot, by acceptance of such Mortgage, thereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Article X.

ARTICLE XI

MISCELLANEOUS

Section 1. Failure of Enforcement. In the event that the Association shall fail to enforce the compliance with any of the provisions of this Declaration by the owner of any Lot, then the owner of any other Lot shall have the right to file an action in a court of competent jurisdiction for an order from such court requiring that the Association enforce such compliance; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions or restrictions set forth in this Declaration.

Section 2. Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach

of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 3. Duration. This Declaration, and all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the land (the Membership Property"), shall be and shall remain in effect, and shall inure to the benefit of, and be enforceable by, the Association, and by any owner of any Membership Property, their respective legal representatives, heirs, successors and assigns, perpetually.

Section 4. Notices. Any notice required to be sent to any Member of the Association pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the Member to whom it is intended, at the address which such Member shall have furnished to the Secretary of the Association in accordance with the Bylaws, or, in the absence of any such address having been so furnished to the Secretary of the Association, at the address of any Lot owned by such Member. The date of service shall be the date of mailing.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any Person or Persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots, to enforce any liens created by this Declaration.

Section 7. Successors to Declarant. In no event shall any Person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Membership Property at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

IN WITNESS WHEREOF, Pulte and Edinburgh Homeowners Association, Inc. have caused this Declaration to be executed by their duly authorized officers on the day and year first above written.

PULTE HOME CORPORATION

By: _____
James C. Leiferman
Marketing Manager

EDINBURGH HOMEOWNERS ASSOCIATION, INC.

By: _____
James C. Leiferman
President

Witness

Notary

PEGGY S. JACKSON NOTARY PUBLIC GEORGIA

Notary Public, Barrow County, Georgia
My Commission Expires April 17, 2022

Exhibit A

Legal Description
Tract I

All that tract of land lying and being in Land Lots 285, 286, 311, 312, 313, 315, 316 and 317 of the 7th District of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at the point where the northwesterly right-of-way of Settles Bridge Road (variable width right-of-way) intersects the Land Lot Line separating Land Lots 311 and 312 of the 7th District of said County (said point being also located 22.7 feet north, as measured along said Land Lot Line from the Land Lot corner common to Land Lots 285, 286, 311 & 312); Thence running along said right-of-way following the arc of a curve to the right a distance of 97.13 feet (said arc having a radius of 619.77 feet and being subtended by a chord bearing of South 14 Degrees 41 Minutes 19 Seconds West a distance of 97.03 feet)to a point; Thence continuing along right-of-way South 19 Degrees 10 Minutes 42 Seconds West a distance of 145.97 feet to a point; Thence continuing along said right-of-way South 18 Degrees 27 Minutes 12 Seconds West a distance of 30.95 feet to a point; Thence leaving said right-of-way North 25 Degrees 40 Minutes 39 Seconds West a distance of 850.72 feet to the centerline of Level Creek; Thence running along said centerline South 29 Degrees 33 Minutes 50 Seconds West a distance of 128.95 feet to a point; running thence South 86 Degrees 09 Minutes 00 Seconds West a distance of 148.56 feet to a point; running thence South 54 Degrees 44 Minutes 14 Seconds West a distance of 127.64 feet to a point; running thence South 27 Degrees 50 Minutes 47 Seconds West a distance of 180.88 feet to a point; running thence South 47 Degrees 27 Minutes 32 Seconds West a distance of 62.29 feet to a point; running thence South 85 Degrees 47 Minutes 24 Seconds West a distance of 119.51 feet to a point; running thence North 55 Degrees 20 Minutes 17 Seconds West a distance of 32.74 feet to a point; running thence South 87 Degrees 26 Minutes 26 Seconds West a distance of 127.35 feet to a point; running thence South 74 Degrees 32 Minutes 40 Seconds West a distance of 139.49 feet to a point; running thence South 85 Degrees 22 Minutes 30 Seconds West a distance of 124.94 feet to a point; running thence North 79 Degrees 59 Minutes 02 Seconds West a distance of 93.86 feet to a point; running thence South 52 Degrees 26 Minutes 44 Seconds West a distance of 106.99 feet to a point; running thence South 06 Degrees 55 Minutes 00 Seconds West a distance of 154.08 feet to a point; running thence South 30 Degrees 29 Minutes 42 Seconds West a distance of 40.27 feet to a point; running thence South 49 Degrees 50 Minutes 53 Seconds West a distance of 91.94 feet to a point; running thence South 73 Degrees 46 Minutes 04 Seconds West a distance of 89.45 feet to a point; running thence South 51 Degrees 21 Minutes 06 Seconds West a distance of 159.28 feet to a point; running thence South 50 Degrees 17 Minutes 43 Seconds West a distance of 57.64 feet to a point; running thence South 59 Degrees 49 Minutes 36 Seconds West a distance of 112.10 feet to a point; running thence North 68 Degrees 45 Minutes 50 Seconds West a distance of 27.64 feet to a point; running thence North 52 Degrees 32 Minutes 34 Seconds West a distance of 117.66 feet to a point; running thence North 26 Degrees 46 Minutes 39 Seconds West a distance of 87.30 feet to a point; running thence North 57 Degrees 47 Minutes 25 Seconds West a distance of 62.05 feet to a point; running thence South 82 Degrees 11

Minutes 45 Seconds West a distance of 70.45 feet to a point; running thence South 69 Degrees 37 Minutes 17 Seconds West a distance of 93.48 feet to a point; running thence South 46 Degrees 48 Minutes 49 Seconds West a distance of 55.45 feet to a point; running thence South 10 Degrees 53 Minutes 03 Seconds West a distance of 146.17 feet to a point; running thence South 30 Degrees 34 Minutes 18 Seconds West a distance of 83.24 feet to a point; running thence South 56 Degrees 12 Minutes 43 Seconds West a distance of 39.28 feet to a point; running thence South 69 Degrees 30 Minutes 25 Seconds West a distance of 88.69 feet to a point; running thence South 44 Degrees 10 Minutes 00 Seconds West a distance of 77.33 feet to a point; running thence South 33 Degrees 24 Minutes 14 Seconds West a distance of 80.35 feet to a point; running thence South 61 Degrees 56 Minutes 50 Seconds West a distance of 112.60 feet to a point; running thence South 44 Degrees 03 Minutes 16 Seconds West a distance of 41.19 feet to a point; running thence South 28 Degrees 24 Minutes 35 Seconds West a distance of 206.28 feet to a point; running thence South 63 Degrees 09 Minutes 46 Seconds West a distance of 81.41 feet to a point; running thence North 79 Degrees 39 Minutes 05 Seconds West a distance of 107.51 feet to a point; running thence South 86 Degrees 58 Minutes 07 Seconds West a distance of 174.24 feet to a point; running thence North 67 Degrees 10 Minutes 28 Seconds West a distance of 43.97 feet to a point; running thence North 42 Degrees 04 Minutes 26 Seconds West a distance of 92.50 feet to a point; running thence North 81 Degrees 27 Minutes 50 Seconds West a distance of 112.33 feet to a point; running thence South 60 Degrees 12 Minutes 25 Seconds West a distance of 102.15 feet to a point; running thence North 85 Degrees 15 Minutes 23 Seconds West a distance of 256.97 feet to a point; running thence South 81 Degrees 50 Minutes 18 Seconds West a distance of 126.67 feet to a point; running thence North 82 Degrees 04 Minutes 20 Seconds West a distance of 110.99 feet to a point; running thence South 86 Degrees 09 Minutes 43 Seconds West a distance of 236.74 feet to a point; running thence South 79 Degrees 27 Minutes 45 Seconds West a distance of 88.44 feet to a point; running thence South 69 Degrees 47 Minutes 28 Seconds West a distance of 142.16 feet to a point; running thence North 69 Degrees 21 Minutes 54 Seconds West a distance of 79.66 feet to a point; running thence North 72 Degrees 47 Minutes 52 Seconds West a distance of 118.62 feet to a point; running thence South 78 Degrees 36 Minutes 12 Seconds West a distance of 65.61 feet to a point; running thence South 57 Degrees 02 Minutes 23 Seconds West a distance of 105.29 feet to a point; running thence North 88 Degrees 26 Minutes 50 Seconds West a distance of 236.59 feet to a point; running thence South 89 Degrees 31 Minutes 58 Seconds West a distance of 279.66 feet to a point; running thence South 70 Degrees 44 Minutes 06 Seconds West a distance of 81.31 feet to a point; running thence North 83 Degrees 59 Minutes 16 Seconds West a distance of 107.36 feet to a point; running thence North 57 Degrees, 31 Minutes, 43 Seconds West a distance of 40.82 feet to a point: running thence North 33 Degrees 06 Minutes 11 Seconds West a distance of 90.84 feet to a point; running thence North 67 Degrees 53 Minutes 34 Seconds West a distance of 166.41 feet to a point; Thence leaving the centerline of said creek North 09 Degrees 51 Minutes 54 Seconds West a distance of 166.52 feet to a point located on the easterly bank of the Chattahoochee River; Thence following said bank North 06 Degrees 51 Minutes 08 Seconds West a distance of 199.80 feet to a point; running thence North 02 Degrees 40 Minutes 19 Seconds West a distance of 216.28 feet to a point; running thence North 07 Degrees 55 Minutes 12 Seconds East a distance of 110.65 feet to a point; running thence North 00 Degrees 17 Minutes 02 Seconds West a distance of 302.61 feet to a point; running thence North 02 Degrees 02 Minutes 02 Seconds East a distance of 128.93 feet to a point; running thence North 08 Degrees 11 Minutes 04 Seconds East a distance of 113.04 feet to a point; running thence North 02 Degrees 20 Minutes 30 Seconds West a distance of 116.26 feet

to a point; running thence North 05 Degrees 06 Minutes 47 Seconds East a distance of 319.44 feet to a point; running thence North 01 Degrees 02 Minutes 41 Seconds West a distance of 199.84 feet to a point; running thence North 05 Degrees 05 Minutes 24 Seconds East a distance of 112.33 feet to a point; running thence North 07 Degrees 40 Minutes 51 Seconds East a distance of 237.27 feet to a point; running thence North 10 Degrees 47 Minutes 23 Seconds East a distance of 276.46 feet to a point; running thence North 15 Degrees 46 Minutes 40 Seconds East a distance of 243.02 feet to a point; running thence North 21 Degrees 14 Minutes 34 Seconds East a distance of 199.03 feet to a point; running thence North 25 Degrees 57 Minutes 16 Seconds East a distance of 155.25 feet to a point; running thence North 29 Degrees 07 Minutes 26 Seconds East a distance of 144.24 feet to a point; running thence North 36 Degrees 13 Minutes 03 Seconds East a distance of 274.07 feet to a point; running thence North 27 Degrees 06 Minutes 31 Seconds East a distance of 154.87 feet to a point; running thence North 19 Degrees 51 Minutes 47 Seconds East a distance of 52.05 feet to a point; running thence North 43 Degrees 21 Minutes 35 Seconds East a distance of 92.04 feet to a point; running thence North 34 Degrees 01 Minutes 25 Seconds East a distance of 186.54 feet to a point; running thence North 35 Degrees 22 Minutes 59 Seconds East a distance of 184.68 feet to a point; running thence North 66 Degrees 08 Minutes 59 Seconds East a distance of 22.42 feet to a point; running thence North 30 Degrees 15 Minutes 14 Seconds East a distance of 146.82 feet to a point; running thence North 55 Degrees 53 Minutes 28 Seconds East a distance of 46.03 feet to a point; running thence North 23 Degrees 34 Minutes 41 Seconds East a distance of 56.99 feet to a point; running thence North 29 Degrees 54 Minutes 26 Seconds East a distance of 166.58 feet to a point; running thence North 36 Degrees 40 Minutes 02 Seconds East a distance of 129.47 feet to a point; running thence North 07 Degrees 52 Minutes 49 Seconds West a distance of 22.69 feet to a point; running thence North 32 Degrees 43 Minutes 59 Seconds East a distance of 76.75 feet to a point; running thence North 21 Degrees 51 Minutes 26 Seconds East a distance of 127.13 feet to a point; running thence North 21 Degrees 41 Minutes 30 Seconds East a distance of 76.96 feet to a point; running thence North 32 Degrees 57 Minutes 09 Seconds East a distance of 67.55 feet to a point; running thence North 17 Degrees 18 Minutes 29 Seconds East a distance of 126.44 feet to a point; running thence North 07 Degrees 01 Minutes 28 Seconds East a distance of 54.95 feet to a point; running thence North 17 Degrees 33 Minutes 57 Seconds East a distance of 85.62 feet to a point; running thence North 25 Degrees 45 Minutes 54 Seconds West a distance of 26.80 feet to a point; running thence North 05 Degrees 39 Minutes 16 Seconds East a distance of 77.63 feet to a point; running thence North 18 Degrees 36 Minutes 19 Seconds East a distance of 76.12 feet to a point; running thence North 08 Degrees 54 Minutes 17 Seconds East a distance of 42.35 feet to a point; running thence North 03 Degrees 24 Minutes 13 Seconds West a distance of 178.39 feet to a point; running thence North 01 Degrees 47 Minutes 23 Seconds East a distance of 57.55 feet to a point; running thence North 17 Degrees 07 Minutes 05 Seconds West a distance of 42.16 feet to a point; running thence North 00 Degrees 15 Minutes 29 Seconds West a distance of 76.51 feet to a point; running thence North 09 Degrees 28 Minutes 11 Seconds West a distance of 15.04 feet to a point; Thence leaving the easterly bank of the Chattahoochee River North 86 Degrees 09 Minutes 22 Seconds East a distance of 40.42 feet to a point located in the centerline of a creek; Thence following said creek North 79 Degrees 23 Minutes 55 Seconds East a distance of 107.96 feet to a point; running thence North 82 Degrees 19 Minutes 10 Seconds East a distance of 49.14 feet to a point; running thence North 50 Degrees 52 Minutes 47 Seconds East a distance of 18.38 feet to a point; running thence North 68 Degrees 12 Minutes 08 Seconds East a distance of 33.04 feet to a point; running thence North 31 Degrees 28 Minutes 25 Seconds East a distance of 29.12 feet to a point; running thence North 45 Degrees

29 Minutes 06 Seconds East a distance of 94.12 feet to a point; running thence North 55 Degrees 03 Minutes 02 Seconds East a distance of 73.04 feet to a point; running thence North 76 Degrees 32 Minutes 37 Seconds East a distance of 76.78 feet to a point; running thence South 88 Degrees 27 Minutes 10 Seconds East a distance of 49.04 feet to a point; running thence South 81 Degrees 37 Minutes 13 Seconds East a distance of 42.60 feet to a point; running thence North 71 Degrees 43 Minutes 51 Seconds East a distance of 24.18 feet to a point; running thence North 78 Degrees 29 Minutes 29 Seconds East a distance of 94.80 feet to a point; running thence North 69 Degrees 11 Minutes 45 Seconds East a distance of 79.17 feet to a point; running thence South 82 Degrees 35 Minutes 43 Seconds East a distance of 36.86 feet to a point; running thence South 74 Degrees 06 Minutes 39 Seconds East a distance of 47.85 feet to a point; running thence South 64 Degrees 39 Minutes 30 Seconds East a distance of 45.06 feet to a point; running thence South 77 Degrees 53 Minutes 51 Seconds East a distance of 36.82 feet to a point; running thence South 64 Degrees 09 Minutes 23 Seconds East a distance of 63.53 feet to a point; running thence South 53 Degrees 26 Minutes 21 Seconds East a distance of 39.14 feet to a point; running thence South 44 Degrees 07 Minutes 47 Seconds East a distance of 97.72 feet to a point; running thence South 65 Degrees 24 Minutes 38 Seconds East a distance of 48.04 feet to a point; running thence North 81 Degrees 33 Minutes 03 Seconds East a distance of 21.27 feet to a point; running thence South 59 Degrees 52 Minutes 41 Seconds East a distance of 60.24 feet to a point; running thence South 78 Degrees 14 Minutes 19 Seconds East a distance of 57.62 feet to a point; running thence South 56 Degrees 57 Minutes 56 Seconds East a distance of 42.40 feet to a point; running thence South 40 Degrees 06 Minutes 24 Seconds East a distance of 29.03 feet to a point; Thence leaving the centerline of said creek South 75 Degrees 42 Minutes 49 Seconds East a distance of 72.62 feet to a metal fence post found located in the centerline of an abandoned road known as Terry's Ferry Road; thence following said centerline, South 53 Degrees 50 Minutes 36 Seconds East a distance of 254.78 feet to a metal fence post found; running thence South 47 Degrees 50 Minutes 24 Seconds East a distance of 138.03 feet to a 1 ¼" open top found; running thence South 59 Degrees 29 Minutes 11 Seconds East a distance of 160.93 feet to a 3/8" rebar found; running thence South 59 Degrees 28 Minutes 09 Seconds East a distance of 199.97 feet to a 1" open top found; running thence South 68 Degrees 35 Minutes 52 Seconds East a distance of 128.35 feet to a point; running thence South 46 Degrees 46 Minutes 37 Seconds East a distance of 161.53 feet to a point; running thence South 55 Degrees 13 Minutes 40 Seconds East a distance of 34.40 feet to a point; running thence South 63 Degrees 12 Minutes 43 Seconds East a distance of 109.78 feet to a point; running thence South 76 Degrees 24 Minutes 43 Seconds East a distance of 55.45 feet to a ½" rebar found; running thence South 72 Degrees 13 Minutes 28 Seconds East a distance of 47.40 feet to a point; running thence South 67 Degrees 39 Minutes 57 Seconds East a distance of 89.56 feet to a point; running thence South 71 Degrees 36 Minutes 49 Seconds East a distance of 65.85 feet to a point; running thence South 53 Degrees 36 Minutes 26 Seconds East a distance of 65.94 feet to a point; running thence South 42 Degrees 30 Minutes 39 Seconds East a distance of 45.99 feet to a point; running thence South 37 Degrees 11 Minutes 59 Seconds East a distance of 50.13 feet to a point; running thence South 42 Degrees 54 Minutes 55 Seconds East a distance of 53.58 feet to a point; running thence South 46 Degrees 26 Minutes 01 Seconds East a distance of 39.62 feet to a point; running thence South 65 Degrees 45 Minutes 06 Seconds East a distance of 38.63 feet to a point; running thence South 82 Degrees 15 Minutes 45 Seconds East a distance of 40.16 feet to a point located on the southerly right-of-way of Settles Bridge Road (60' R/W); Thence departing the centerline of said abandoned road and running along said southerly right-of-way of Settles Bridge Road following the arc of a curve to the left a distance of 98.52 feet (said arc having a radius of 222.42 feet and being subtended by a chord bearing of

South 69 Degrees 09 Minutes 45 Seconds East a distance of 97.72 feet) to a point; running thence South 81 Degrees 51 Minutes 07 Seconds East a distance of 146.51 feet to a point; Thence along said right-of-way following the arc of a curve to the right a distance of 248.14 feet (said arc having a radius of 1871.62 feet and being subtended by a chord bearing of South 78 Degrees 03 Minutes 13 Seconds East a distance of 247.96 feet) to a point; Thence along said right-of-way following the arc of a curve to the left a distance of 100.74 feet (said arc having a radius of 317.06 feet and being subtended by a chord bearing of South 83 Degrees 21 Minutes 28 Seconds East a distance of 100.32 feet) to a point; Thence leaving the southerly right-of-way of Settles Bridge Road South 28 Degrees 13 Minutes 40 Seconds East a distance of 454.18 feet to a 1" open top found located on the western boundary of Lot 5, Block C of Highlands at Bridgegate Subdivision, Unit 3, recorded in Plat Book 65, Page 152, Gwinnett County, Georgia Records; running thence South 40 Degrees 54 Minutes 40 Seconds East along said western boundary of Lot 5 a distance of 131.61 feet to a 2 ½" open top found; running thence South 16 Degrees 54 Minutes 23 Seconds East along the western boundary of Lots 4 and 5, Block C of said Subdivision a distance of 259.64 feet to a point; running thence South 07 Degrees 21 Minutes 39 Seconds West a distance of 6.86 feet to a point located in the centerline of a creek; Thence following the centerline of said creek South 20 Degrees 50 Minutes 45 Seconds West a distance of 39.82 feet to a point; running thence South 14 Degrees 59 Minutes 43 Seconds East a distance of 17.22 feet to a point; running thence South 02 Degrees 12 Minutes 38 Seconds West a distance of 39.58 feet to a point; running thence South 10 Degrees 02 Minutes 07 Seconds West a distance of 47.26 feet to a point; running thence South 06 Degrees 12 Minutes 31 Seconds East a distance of 11.15 feet to a point; running thence South 17 Degrees 22 Minutes 42 Seconds East a distance of 31.61 feet to a point; running thence South 11 Degrees 54 Minutes 50 Seconds West a distance of 18.74 feet to a point; running thence South 58 Degrees 18 Minutes 07 Seconds East a distance of 18.73 feet to a point; running thence South 44 Degrees 35 Minutes 00 Seconds East a distance of 34.59 feet to a point; running thence South 49 Degrees 16 Minutes 55 Seconds East a distance of 35.82 feet to a point; running thence South 13 Degrees 50 Minutes 50 Seconds East a distance of 41.75 feet to a point; running thence South 17 Degrees 39 Minutes 36 Seconds West a distance of 11.72 feet to a point; running thence South 52 Degrees 10 Minutes 18 Seconds East a distance of 25.96 feet to a point; running thence South 30 Degrees 14 Minutes 41 Seconds East a distance of 97.04 feet to a point; running thence South 05 Degrees 07 Minutes 29 Seconds West a distance of 28.38 feet to a point; running thence South 76 Degrees 45 Minutes 54 Seconds East a distance of 8.26 feet to a point; running thence South 04 Degrees 09 Minutes 10 Seconds West a distance of 36.62 feet to a point; running thence South 19 Degrees 49 Minutes 56 Seconds East a distance of 78.94 feet to a point; running thence South 06 Degrees 12 Minutes 03 Seconds East a distance of 30.17 feet to a point; running thence South 59 Degrees 09 Minutes 40 Seconds East a distance of 9.81 feet to a point; running thence South 21 Degrees 05 Minutes 58 Seconds East a distance of 27.03 feet to a point; running thence South 73 Degrees 37 Minutes 15 Seconds East a distance of 20.49 feet to a point; running thence South 21 Degrees 54 Minutes 43 Seconds East a distance of 37.35 feet to a point; running thence South 07 Degrees 05 Minutes 06 Seconds West a distance of 28.72 feet to a point; running thence South 32 Degrees 24 Minutes 23 Seconds West a distance of 17.59 feet to a point; running thence South 18 Degrees 06 Minutes 50 Seconds East a distance of 27.04 feet to a point; running thence South 07 Degrees 05 Minutes 42 Seconds East a distance of 32.99 feet to a point; running thence South 02 Degrees 12 Minutes 09 Seconds West a distance of 19.71 feet to a point; running thence South 26 Degrees 35 Minutes 31 Seconds East a distance of 48.92 feet to a point; running thence South 19 Degrees 28 Minutes 44 Seconds East a distance of 21.70 feet to a point; running thence

South 09 Degrees 38 Minutes 44 Seconds West a distance of 20.75 feet to a point; running thence South 14 Degrees 17 Minutes 42 Seconds East a distance of 48.02 feet to a point; running thence South 52 Degrees 04 Minutes 39 Seconds East a distance of 15.08 feet to a point; running thence South 30 Degrees 24 Minutes 08 Seconds East a distance of 31.39 feet to a point; running thence South 65 Degrees 58 Minutes 15 Seconds East a distance of 21.41 feet to a point; running thence North 83 Degrees 58 Minutes 01 Seconds East a distance of 13.95 feet to a point; running thence South 86 Degrees 17 Minutes 39 Seconds East a distance of 28.53 feet to a point; running thence South 59 Degrees 44 Minutes 02 Seconds East a distance of 12.11 feet to a point; running thence North 17 Degrees 38 Minutes 02 Seconds East a distance of 10.82 feet to a point; running thence North 84 Degrees 52 Minutes 16 Seconds East a distance of 23.79 feet to a point; running thence North 57 Degrees 23 Minutes 20 Seconds East a distance of 10.05 feet to a point; running thence South 18 Degrees 11 Minutes 25 Seconds East a distance of 24.04 feet to a point; running thence North 67 Degrees 49 Minutes 32 Seconds East a distance of 10.38 feet to a point; running thence South 87 Degrees 04 Minutes 02 Seconds East a distance of 21.30 feet to a point; running thence South 10 Degrees 31 Minutes 14 Seconds East a distance of 8.09 feet to a point; running thence South 36 Degrees 11 Minutes 54 Seconds East a distance of 21.22 feet to a point; running thence South 74 Degrees 03 Minutes 40 Seconds East a distance of 35.36 feet to a point; running thence South 39 Degrees 51 Minutes 11 Seconds East a distance of 14.26 feet to a point; running thence South 82 Degrees 18 Minutes 09 Seconds East a distance of 5.71 feet to a point; running thence South 35 Degrees 31 Minutes 37 Seconds East a distance of 5.92 feet to a point; running thence South 08 Degrees 44 Minutes 32 Seconds East a distance of 23.22 feet to a point; running thence South 59 Degrees 41 Minutes 41 Seconds East a distance of 28.32 feet to a point; running thence South 39 Degrees 59 Minutes 16 Seconds West a distance of 6.04 feet to a point; running thence South 21 Degrees 08 Minutes 32 Seconds East a distance of 27.61 feet to a point; running thence South 65 Degrees 23 Minutes 09 Seconds East a distance of 34.16 feet to a point located at the intersection of the centerline of said creek with the westerly right-of-way of Settles Bridge Road (variable width right-of-way); running Thence along said westerly right-of-way of Settles Bridge Road following the arc of a curve to the left a distance of 56.45 feet (said arc having a radius of 251.07 feet and being subtended by a chord bearing of South 19 Degrees 35 Minutes 32 Seconds West a distance of 56.34 feet) to a point; running thence South 13 Degrees 09 Minutes 03 Seconds West a distance of 45.43 feet to a point; Thence along said right-of-way following the arc of a curve to the left a distance of 375.08 feet (said arc having a radius of 675.54 feet and being subtended by a chord bearing of South 02 Degrees 45 Minutes 19 Seconds East a distance of 370.28 feet) to a point; running thence South 18 Degrees 39 Minutes 40 Seconds East a distance of 31.53 feet to a point; Thence along said right-of-way following the arc of a curve to the right a distance of 217.35 feet (said arc having a radius of 624.94 feet and being subtended by a chord bearing of South 08 Degrees 41 Minutes 53 Seconds East a distance of 216.25 feet) to a point; running thence North 88 Degrees 44 Minutes 05 Seconds West a distance of 10.00 feet to a point; running thence South 01 Degrees 15 Minutes 55 Seconds West a distance of 56.13 feet to a point; Thence along said right-of-way following the arc of a curve to the left a distance of 195.20 feet (said arc having a radius of 688.85 feet and being subtended by a chord bearing of South 06 Degrees 51 Minutes 11 Seconds East a distance of 194.55 feet) to a point; running thence South 75 Degrees 01 Minutes 44 Seconds East a distance of 35.00 feet to a point; Thence along said right-of-way following the arc of a curve to the left a distance of 111.56 feet (said arc having a radius of 723.85 feet and being subtended by a chord bearing of South 19 Degrees 23 Minutes 11 Seconds East a distance of 111.45 feet) to a point; running thence North 66 Degrees 11 Minutes 54 Seconds East a distance of 35.00 feet to a point; Thence along said

right-of-way following the arc of a curve to the left a distance of 76.54 feet (said arc having a radius of 688.85 feet and being subtended by a chord bearing of South 26 Degrees 59 Minutes 05 Seconds East a distance of 76.50 feet) to a point; running thence South 30 Degrees 10 Minutes 04 Seconds East a distance of 87.91 feet to a point; running thence North 59 Degrees 49 Minutes 56 Seconds East a distance of 10.00 feet to a point; running thence South 30 Degrees 10 Minutes 04 Seconds East a distance of 8.62 feet to a point; Thence along said right-of-way following the arc of a curve to the right a distance of 207.26 feet (said arc having a radius of 244.85 feet and being subtended by a chord bearing of South 05 Degrees 55 Minutes 02 Seconds East a distance of 201.13 feet) to a point; running thence South 18 Degrees 20 Minutes 00 Seconds West a distance of 136.74 feet to a point; Thence along said right-of-way following the arc of a curve to the left a distance of 144.84 feet (said arc having a radius of 1020.02 and being subtended by a chord bearing of South 14 Degrees 15 Minutes 48 Seconds West a distance of 144.72 feet) to a point; running thence South 10 Degrees 11 Minutes 56 Seconds West a distance of 85.67 feet to **The Point of Beginning;**

Said parcel contains 563.6388 Acres as shown on a Boundary Survey as Tract I for Pulte Home Corporation and Chicago Title Insurance Company by Travis Pruitt & Assoc., P.C., dated January 8, 1999, last revised April 19, 1999.

Tract II

All that tract of land lying and being in Land Lot 311 of the 7th District of Gwinnett County, Georgia, and being more particularly described as follows:

To Find The True Point of Beginning commence at the point where the southeasterly right-of-way of Settles Bridge Road (variable width right-of-way) intersects the Land Lot Line separating Land Lots 286 and 311 of the 7th District of said County; (said point also being 58.05 feet north, as measured along said Land Lot Line from the Land Lot corner common to Land Lots 285, 286, 311 and 312); running thence along said right-of-way of Settles Bridge Road North 10 Degrees 11 Minutes 56 Seconds East a distance of 30.82 feet to The True Point of Beginning; Thence continuing along said southeasterly and easterly right-of-way of Settles Bridge Road North 10 Degrees 11 Minutes 56 Seconds East a distance of 38.01 feet to a point; Thence along said right-of-way following the arc of a curve to the right a distance of 136.32 feet (said arc having a radius of 960.20 feet and being subtended by a chord bearing of North 14 Degrees 15 Minutes 58 Seconds East a distance of 136.21 feet) to a point; running thence North 18 Degrees 20 Minutes 00 Seconds East a distance of 136.74 feet to a point; Thence along said right-of-way following the arc of a curve to the left a distance of 258.06 feet (said arc having a radius of 304.85 feet and being subtended by a chord bearing of North 05 Degrees 55 Minutes 02 Seconds West a distance of 250.42 feet) to a point; running thence North 30 Degrees 10 Minutes 04 Seconds West a distance of 8.62 feet to a point; running thence North 59 Degrees 49 Minutes 56 Seconds East a distance of 10.00 feet to a point; running thence North 30 Degrees 10 Minutes 04 Seconds West a distance of 87.91 feet to a point; Thence along said right-of-way following the arc of a curve to the right a distance of 105.18 feet (said arc having a radius of 608.85 feet and being subtended by a chord bearing of North 25 Degrees 13 Minutes 07 Seconds West a distance of 105.05 feet) to a point; running thence North 69 Degrees 43 Minutes 50 Seconds East a distance of 35.00 feet to a point; Thence along said right-of-way following the arc of a curve to the right a distance of 106.13 feet (said arc having a radius of 573.85 feet and being subtended by a chord bearing of North 14 Degrees 58 Minutes 16 Seconds West a distance of 105.98 feet) to a point; running thence South 80 Degrees 19 Minutes 37 Seconds West a distance of 35.00 feet to a point; Thence along said right-of-way following the arc of a curve to the right a distance of 116.24 feet (said arc having a radius of 608.85 feet and being subtended by a chord bearing of North 04 Degrees 12 Minutes 14 Seconds West a distance of 116.06 feet) to a point; running thence North 01 Degrees 15 Minutes 55 Seconds East a distance of 56.13 feet to a point; running thence North 88 Degrees 44 Minutes 05 Seconds West a distance of 10.00 feet to a point; Thence along said right-of-way following the arc of a curve to the left a distance of 238.21 feet (said arc having a radius of 684.94 feet and being subtended by a chord bearing of North 08 Degrees 41 Minutes 53 Seconds West a distance of 237.01 feet) to a point; running thence North 18 Degrees 39 Minutes 40 Seconds West a distance of 31.53 feet to a point; Thence along said right-of-way following the arc of a curve to the right a distance of 341.77 feet (said arc having a radius of 615.54 feet and being subtended by a chord bearing of North 02 Degrees 45 Minutes 19 Seconds West a distance of 337.39 feet) to a point; running thence North 13 Degrees 09 Minutes 03 Seconds East a distance of 45.43 feet to a point; Thence along said right-of-way following the arc of a curve to the right a distance of 20.49 feet (said arc having a radius of 191.07 feet and being subtended by a chord bearing of North 16 Degrees 13 Minutes 23

Seconds East a distance of 20.48 feet) to a ½" rebar found; Thence leaving said easterly right of way of Settles Bridge Road South 22 Degrees 13 Minutes 33 Seconds East a distance of 1369.69 feet to a point located in the centerline of Level Creek; running thence South 23 Degrees 58 Minutes 21 Seconds East a distance of 29.88 feet to a point; running thence South 47 Degrees 02 Minutes 45 Seconds West a distance of 561.14 feet to The True Point of Beginning.

Said parcel contains 7.3831 Acres as shown on a Boundary Survey as Tract II for Pulte Home Corporation and Chicago Title Insurance Company by Travis Pruitt & Assoc., P.C., dated January 8, 1999, last revised April 19, 1999.