DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENTS FOR

EDGEMERE

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EDGEMERE

THIS DECLARATION, made this ____ day of March, 1993, by EDGEMERE PROPERTIES, INC., a Georgia corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property lying and being in Land Lot 683 of the 16th District, 2nd Section of Cobb County, Georgia, which real property is more particularly described in Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in Edgemere and for the maintenance of the Property (as hereinafter defined) and the improvements thereon, and to this end desires to subject the real property described in Exhibit A to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, as hereinafter provided in this Declaration, Developer has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the residential community described herein, all or any portion of the property described in Exhibit B attached hereto and incorporated herein by this reference, and such other property as Developer may acquire from time to time and wish to subject to the terms of this Declaration; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in Edgemere, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated, under the laws of the State of Georgia, Edgemere Homeowners Association, Inc., a non-profit corporation, for the purpose of exercising such functions;

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

ARTICLE I

DEFINITIONS

1.01 "Additional Property" shall mean and refer to the real property described in Exhibit B and all improvements thereon, together with such other additional property and all improvements thereon as Developer shall acquire from time to time and by amendment to Exhibit B hereto recorded in the records of the Clerk of the Superior Court of Cobb County, Georgia, include within the property described in Exhibit B.

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1.02 "Architectural Control Committee" shall mean and refer to Martin D. Marchman or such other individual(s) as Developer may appoint, or such entity to which the Architectural Control Committee may assign its duties, until all Lots in the Subdivision shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents. At such time as all of the Lots in the Subdivision have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Developer shall notify the Board and all the Owners of Lots in the Subdivison to that effect, at which time the Developer's rights and obligations as the Architectural Control Committee shall terminate. Notice to the Board and all the Owners by Developer under this provision shall be in writing. After receipt of said notice from the Developer, the Board shall have the right, power and authority to elect a successor Architectural Control Committee which shall consist of not less than three (3) Owners of Lots. The rules and regulations pursuant to which such Architectural Control Committee shall act shall be prescribed by the Board. Notwithstanding the foregoing, the Developer may, in its sole discretion, relinquish control over the Architectural Control Committee at any time prior to completion and sale of all Lots in the Subdivision by so notifying the Board and the Owners of Lots in the Subdivision as set forth hereinabove.

1.03 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Edgemere Homeowners Association, Inc., as amended from time to time.

1.04 "Association" shall mean and refer to Edgemere Homeowners Association, Inc., a Georgia nonprofit corporation.

1.05 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

1.06 "Builder" shall mean any Person engaged principally in the business of constructing for sale to homeowners single family residential dwellings to whom the Developer sells or has sold one or more Lots for the purpose of constructing thereon a single family residential dwelling.

1.07 "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of Edgemere Homeowners Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.

1.08 "Common Area" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.09 "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

1.10 "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

1.11 "Developer" shall mean and refer to Edgemere Properties, Inc., a Georgia corporation, its successors and assigns. The term shall also be applied to any Person (as defined herein) who lawfully acquires the rights, privileges and options of Developer in accordance with this Section 1.11. Should any of the Property or the Additional Property become subject to a first mortgage given by Developer as security for the repayment of a loan to improve the Property and/or Additional Property for development as part of this residential community, then all rights, privileges and options herein reserved to the Developer shall inure to the benefit of the holder of such first mortgage upon its becoming the actual owner of the Property and/or Additional Property then subject to such first mortgage through judicial foreclosure or sale made pursuant to any power of sale contained in such first mortgage or by conveyance of a deed in lieu of foreclosure. The Developer may transfer all of its rights, privileges and options as Developer to a successor-in-title to all or some portion of the Property

or the Additional Property, provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such property, and provided further that such successor-in-title is expressly assigned in writing all of Developer's rights, privileges and options herein reserved to Developer.

1.12 "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the exercise of a power of sale contained in any Mortgage or the conveyance of property by a deed in lieu of judicial or nonjudicial foreclosure.

1.13 "Lot" or "Lots" shall mean and refer to any parcel of land (excluding, however, the Common Area) shown upon any recorded subdivision plat covering any portion of the Property upon which a single-family residence may be constructed.

1.14 "Mortgage" shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, a security interest in or a security title to a Lot.

1.15 "Mortgagee" shall mean and refer to the holder of a Mortgage.

1.16 "Owner" shall mean and refer to the record owner, whether one or more Persons, including Developer, of the fee simple title to any Lot, but excluding those persons having such an interest under a Mortgage.

1.17 "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.18 "Plat" shall mean and refer to that certain Final Plat of Unit One, Edgemere Estates, prepared by Watts & Browning Engineers, Inc., dated December 10, 1992, and recorded in Plat Book 142, Page 91, in the Office of the Clerk of the Superior Court of Cobb County, Georgia, as the same may be revised or amended from time to time.

1.19 "Property" shall mean and refer to that tract or parcel of land described in Exhibit A attached hereto and by reference made a part hereof, together with such portion of the Additional Property as Developer may subject to the provisions of this Declaration in accordance with the provisions of Article II hereof.

1.20 "Structure" shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, satellite dish, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 1.20 applies to such change.

1.21 "Subdivision" shall mean and refer to Edgemere Subdivision.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY

Developer hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property or a portion or portions thereof to the provisions of this Declaration and thereby to

cause the Additional Property or a portion or portions thereof to become part of the Property. This option may be exercised by Developer in accordance with the following rights, conditions and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the Property.

(a) The option may be exercised from time to time during a period of five (5) years from the date of recording of this Declaration; provided, however, that Developer reserves the right to terminate such option at any time prior to the expiration of such five (5) year period by executing and filing an agreement evidencing such termination in the Office of the Clerk of the Superior Court of Cobb County, Georgia, and, except for such termination by Developer, no other circumstances will terminate such option prior to the expiration of such five (5) year period.

(b) The legal description of the Additional Property as of the date hereof is set forth in Exhibit B; portions of the Additional Property (together with additions thereto made in accordance herewith) may be added to the Property at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence or location in which any of such portions may be added to the Property. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

(c) If the Additional Property or any portion thereof is added to the Property, Developer reserves the right to designate the boundaries of the Lots to be added to the Property in connection therewith. All Lots created on portions of the Additional Property which are added to the Property shall be restricted exclusively to residential use unless otherwise used as Common Area.

(d) Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Developer, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, Developer shall not be obligated to impose on the Additional Property or any portion thereof any covenants, conditions or restrictions whatsoever.

(e) The option reserved by Developer to cause all or any portion of the Additional Property to become part of the Property shall in no way be construed to impose upon Developer any obligation to add all or any portion of the Additional Property to the Property or to construct thereon any improvements of any nature whatsoever.

(f) The option reserved under this Article II may be exercised by Developer alone (without the consent of the Association or any Owner) by the execution of an amendment to this Declaration which shall be filed in the Office of the Clerk of the Superior Court of Cobb County, Georgia, together with a legal description of the Additional Property or such portion or portions thereof as are being added to the Property by such amendment, and by the recording of an approved subdivision plat in the Office of the Clerk of the Superior Court of Cobb County, Georgia indicating the Lots to be added to the Property.

(g) The option reserved herein may be exercised with respect to any portions of the Additional Property, notwithstanding that such Additional Property or portions thereof may be owned by Persons other than Developer. In such event, the amendment to the Declaration adding such portion or portions of the Additional Property shall be executed by the Developer and by the Person who owns such Additional Property or portion thereof.

(h) Any provision of this Declaration to the contrary notwithstanding, the provisions of this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Developer.

ARTICLE III

DEVELOPMENT

3.01 Development of Property. Except as otherwise set forth in Section 10.11, all Lots within the Subdivision shall be and are hereby restricted exclusively to single-family residential use and shall be subject to the standards and restrictions set forth in Article X hereof. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot primarily for the purpose of sale, to make improvements and changes to all Lots owned by Developer, including, without limitation, (i) changes in the location of the boundaries of any Lots owned by Developer, and (ii) installation and maintenance of any water, sewer and other utility systems and facilities.

3.02 Interest Subject to Plan of Development. Every purchaser of a Lot shall purchase such Lot and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of Article II and this Article. Any provision of this Declaration to the contrary notwithstanding, the provisions of this Article III may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Developer.

3.03 Subdivision Plat. Developer reserves the right to modify, amend, revise and add to the Plat, at any time and from time to time, setting forth such information as Developer may deem necessary with regard to the Subdivision, including, without limitation, the locations and dimensions of the Lots, roads, utility systems, drainage systems, utility easements, drainage easements, access easements and building and set-back line restrictions.

ARTICLE IV

PROPERTY RIGHTS

4.01 General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. Except as provided in Section 3.01 hereof, Lots shall not be subdivided and the boundaries between Lots shall not be relocated unless the relocation thereof is made with the consent of the Board and of Developer, so long as Developer owns a Lot primarily for the purpose of sale. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two or more Lots into a larger parcel in order to create a residential site larger than one Lot. Each Lot in the Subdivision shall be subject to those easements, if any, which are shown on the Plat as affecting such Lot.

4.02 Easements for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any portion of the Property owned by Developer and the Common Area for so long as Developer owns any Lot primarily for the purpose of sale:

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains, public and private sewers, path systems providing access to the lake located in the Subdivision, and for any other public or quasi-public utility facility;

(d) For maintenance and use of sales offices, model homes and parking spaces in connection with its efforts to market Lots; and

(e) For the maintenance of such other facilities, equipment and signs as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing of Lots and the Additional Property.

4.03 Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties and responsibilities. Said easement shall include, but not be limited to, the right to enter upon the Lots to perform the responsibilities of the Association set forth in Sections 4.08 and 6.02 hereof. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon reasonable advance notice to the Owner of the Lot directly affected thereby. This easement shall specifically include the right to enter in, on, under and to cross over those Lots in the Subdivision upon which any entryway treatment, fence or wall, lighting or irrigation facilities or equipment, or entryway landscaping is located for the purpose of inspecting, maintaining and repairing same.

4.04 Easements for Owners. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area (including, without limitation, the right of pedestrian and vehicular access, ingress and egress over those portions of the Common Area and Property from time to time designated for such purposes and the right of use of such recreational facilities as may be erected and maintained by the Association for such purposes from time to time), which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility now or hereafter located or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use such recreational facilities;

(c) the right of the Association to suspend an Owner's voting rights and rights to use any recreational facilities within the Common Area for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction by an Owner of its published rules and regulations;

(d) the right of the Association to grant easements or rights of way on, over, across and through the Common Area to any public agency, authority or utility, to any quasi-public agency or to any utility company or cable television system;

(e) the right of the Association to borrow money for the purpose of improving the Common Area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon and, upon the assent of two-thirds (2/3) of the Owners and of Developer, so long as Developer owns a Lot primarily for the purpose of sale, to give as security a mortgage conveying all or any portion of the Common Area. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interests, easements and privileges herein reserved or established for the benefit of Developer, any Owner, or the holder of any Mortgage, irrespective of when executed, given by Developer or any Owner;

(f) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners and Developer, if Developer owns a Lot primarily for the purpose of sale, agreeing to such dedication or transfer, has been recorded in the records of Cobb County, Georgia; and

(g) the right of the Association to permit Persons who are not Owners to use and enjoy the Common Area or any portion thereof subject to such limitations, and upon such terms and conditions, as it may establish from time to time.

4.05 Structural Support. Each Lot or improvement on a Lot which contributes to the structural support of another Lot or improvement on such Lot shall be burdened with an easement of structural support. Said easement for structural support shall be appurtenant to and shall pass with the title to every benefitted Lot.

4.06 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of use and enjoyment in and to the Common Area and the improvements thereon, if any, to the members of his family, his tenants, guests and invitees, subject to such rules and regulations as may be established from time to time by the Association.

4.07 Easement for Lake and Dam Maintenance. Developer hereby expressly reserves an easement for the benefit of itself and its successors and assigns, for so long as Developer owns a Lot primarily for the purpose of sale, across such portions of the Property, determined in the sole discretion of Developer (or its successors and assigns), for the maintenance and repair of the lake and dam in the Subdivision. Such maintenance and repair shall be performed with a minimum of interference to the Owners of the Lots adjoining the lake and dam.

4.08 Lake and Dam Maintenance. It is hereby acknowledged that the lake and dam existing within the Subdivision shall be included in the Common Area conveyed to the Association by the Developer and, upon such conveyance, the Association shall assume all responsibility for the perpetual maintenance and repair of the lake and dam. In the event that the Association at any time is dissolved, becomes insolvent or inoperative, or for any reason fails to fulfill its responsibilities hereunder, the lake and dam shall become the responsibility of the Owners. The Association or the Owners, as the case may be, shall: (a) preserve the aesthetics of the lake; (b) perform all preventative and remedial maintenance work required to insure continued operation of the dam and appurtenant structures in a safe and fully functional condition; (c) remove or upgrade the dam if deemed necessary by state, local or other authorities as a result of changes in downstream conditions; (d) maintain proper records of all activities associated with the upkeep of the dam, lake and appurtenances; and (e) obtain permission from all applicable governmental authorities and agencies prior to any modification to the dam or appurtenant structures, any land disturbing activity around or within the lake or any large scale release of impounded water.

4.09 Title to Common Area. Developer may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of the Owners. The Association hereby covenants and agrees to accept from Developer all such conveyances of real and personal property. Lakes and dams shall be included in the property that may be conveyed by Developer and which shall be accepted by the Association. Developer shall not be required to dredge or otherwise remove silt from any lake that may be conveyed to the Association. Notwithstanding any legal presumption to the contrary, the fee simple title to such real and personal property designated as Common Area or for public use, together with all rights therein, shall be reserved to Developer until such time as the real and/or personal property is conveyed to the Association or to any municipality or other governmental body, agency or authority.

ARTICLE V

MEMBERSHIP

5.01 Mandatory Membership. Every Owner shall be deemed a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. In the event that fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the Owners of such Lot themselves determine. The vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon the submission of the Additional Property or any portion thereof to this Declaration, the total votes outstanding in the Association will automatically increase based upon the number of Lots being added.

5.02 Initiation Fee. Every Person who purchases a Lot in Edgemere for use as a permanent personal residence shall pay to the Developer a non-refundable membership initiation fee of $500.00 at the time of closing of the Lot; provided, however, said membership initiation fee shall be due only from the Person who first purchases the Lot and residence constructed thereon for use as a permanent residence.

ARTICLE VI

MAINTENANCE

6.01 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots, together with all other improvements thereon or therein, shall be the responsibility of the Owner of such Lot. Each Owner shall be responsible for maintaining his or its Lot in a neat, clean and sanitary condition, and such responsibility shall include but not be limited to the maintenance and care of all exterior surfaces of all improvements, buildings and other structures located on the Lot (including repainting) and all landscaping. As provided in Section 6.02(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner but which responsibility such Owner fails or refuses to discharge. No Owner shall do any work to his Lot which, in the reasonable opinion of the Architectural Control Committee, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the Architectural Control Committee.

6.02 Responsibilities of Association.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain, landscape and keep in good repair, as the case may be, (i) all portions of the Common Area and improvements thereon, if any, (ii) the entryway treatment, entryway signs, entryway landscaping and entrance wall or fence for the Subdivision, (iii) the privacy wall and/or fence, if any, serving the Subdivision, (iv) all lighting and irrigation facilities and equipment, if any, located within the Common Area or any landscape easement as shown on the Plat and serving only the Subdivision, (v) the path systems, if any, providing access to the lake located in the

Subdivision, (vi) all utility lines, facilities and equipment located within the Common Area or any landscape easement as shown on the Plat and serving the Subdivision, if such utility lines, facilities and equipment are not maintained by a public authority, public service district, public or private utility or other person, and (vii) the landscaping treatment, if any, located within any landscape easement as shown on the Plat and between the privacy wall and/or fence, if any, serving the Subdivision and the curbing of Oak Lane. The obligations and duties set forth hereinabove shall be the sole responsibility of the Association and all costs and expenses incurred in performing such work shall be deemed to be Common Expenses. The Association shall not be liable for injury or damage to any person or property caused by the elements or by any Owner or any other person. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

(b) In the event that Developer or the Board determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Developer or the Association, except in the event of an emergency situation, shall give such Owner written notice of Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have ten (10) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Developer or the Association may provide without further notice or any hearing (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall be collected as provided for herein for the collection of assessments. In the event that Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Developer for Developer's costs and expenses.

ARTICLE VII

INSURANCE AND CASUALTY LOSSES

7.01 Insurance.

(a) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance upon the Common Area, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents, and, if available, at reasonable cost (in the sole discretion of the Board) a blanket fidelity bond or employees' dishonesty coverage for all officers, directors, employees and agents of the Association and all other persons handling or responsible for funds of the Association. Such public liability policy and bond shall provide such coverages as are determined to be necessary by the Board.

(c) The Board or its duly authorized agents shall have the authority to and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association as trustee for each of the Owners and the costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

7.02 Damage or Destruction to Improvements. Immediately after the damage or destruction by fire or other casualty to all or any part of the improvements covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VII, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. The Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

7.03 Mortgagee Rights. The rights of the Board and of the Association to adjust losses under any property insurance policies insuring improvements constructed on any of the Common Area and to apply proceeds therefrom for the restoration and repair of such improvements shall be subject to the rights of any first priority mortgagee of the Common Area to adjust losses, receive insurance proceeds and, at such mortgagee's option, to apply such proceeds to the secured indebtedness owing to such mortgagee or to the restoration and repair of improvements under such conditions and safeguards as such mortgagee may deem appropriate.

ARTICLE VIII

ADMINISTRATION

8.01 Control of Association. Except to the extent otherwise required by the provisions of the Official Code of Georgia relating to nonprofit corporations, this Declaration, the By-Laws or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board, acting

through the officers of the Association, without any further consent or action on the part of the Owners. Developer shall have the right to appoint and remove all members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur: (i) the date as of which the last Lot in the Subdivision owned by Developer shall have been conveyed by Developer to an Owner other than a person or persons constituting Developer or an affiliate of Developer, or (ii) the surrender by Developer of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed by Developer and recorded in the Office of the Clerk of the Superior Court of Cobb County. For purposes of this Declaration, an "affiliate of Developer" shall mean and refer to any Person having Martin D. Marchman or Marchman Properties, Inc. as a general partner or as an owner of at least 25% of the stock or ownership interest of such Person. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Developer such authority to appoint and remove directors and officers of the Association as provided by this Section 8.01 and by Section 12.01 hereof.

8.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the Official Code of Georgia relating to nonprofit corporations, this Declaration, the By-Laws and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Official Code of Georgia, this Declaration, the Articles of Incorporation or the By-Laws, the provisions of the Official Code of Georgia, this Declaration, the Articles of Incorporation and the By-Laws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.03 Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE IX

ASSESSMENTS

9.01 Purpose of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, including but not limited to management fees, administration expenses, utility charges, insurance premiums, maintenance, landscaping and repair costs, and establishment of reserve funds, all as may be more specifically authorized from time to time by the Board.

9.02 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot, other than Developer, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments, such assessments to be established and collected as provided in Section 9.03 hereof, (b) special assessments, such assessments to be established and collected as provided in Section 9.04 hereof, and (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot in accordance with Article XI hereof. Any such assessments, together with late charges, simple interest at the interest rate set forth in Section 9.08 hereof, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be an equitable charge and a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, court costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for

delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them. Assessments shall be paid in such manner and on such dates as may be fixed by the Board.

9.03 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's fiscal year end to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to the annual meeting. The total annual assessments shall be divided among the Lots equally, so that each Lot shall be subject to equal annual assessments. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, for so long as Developer has the authority to appoint and remove directors and officers of the Association, or (ii) a majority of the votes of all Owners of Lots in the Subdivision. The failure of a majority of all Owners of Lots in the Subdivision to appear in person or by proxy at the annual meeting at which the budget and the annual assessments may be disapproved shall not invalidate the budget and annual assessments adopted by the Board. In the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 9.04 hereof.

9.04 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through the Board, may levy, in any assessment year, special assessments for Common Expenses or capital improvements, applicable to that year only, provided that except as otherwise permitted in Section 7.02 hereof, any such assessment shall be approved by (i) Developer, for so long as Developer owns any Lot primarily for the purpose of sale, and (ii) two-thirds (2/3) of the votes of the Owners who are voting in person, by proxy or by ballot at a meeting duly called for this purpose in accordance with the provisions of Section 9.06 hereof. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots equally as provided with respect to annual assessments.

9.05 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specifically assessed against such Owners and their respective Lots. The individual assessments provided for in this Section 9.05 shall be levied by the Board and the amount and due date of such assessment shall be as specified by the Board.

9.06 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 9.03 and 9.04 hereof, shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty percent (50%) of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having twenty-five percent (25%) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the required quorum is not present at the second meeting, the Board may take such action without approval of the members of the Association.

9.07 Liens. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid

on a first priority Mortgage or on any Mortgage to Developer, or its affiliates, successors or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Sale or transfer of a Lot shall not affect the assessment lien. Notwithstanding the foregoing to the contrary, the subordination of the assessment lien to the lien of first priority Mortgages shall only apply to such assessments which have become due and payable prior to a Foreclosure. Any Mortgagee who acquires title to a Lot by Foreclosure shall be liable for assessments thereafter becoming due. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

9.08 Effect of Nonpayment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of ten percent (10%) per annum or at such rate as the Board may from time to time establish; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of applicable Georgia law. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Board, interest on the principal amount due at the rate set forth hereinabove, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of his Lot or by renunciation of membership in the Association, and an Owner shall remain personally liable for assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Lot.

9.09 Certificate. The Treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board, furnish to any Owner, purchaser from such Owner, or such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

9.10 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the day on which such Lot is conveyed to a Person other than Developer and shall be due and payable in such manner and on such schedule as the Board may provide. Annual assessments and any outstanding special assessments shall be adjusted for each Lot according to the number of months then remaining in the then fiscal year of the Association.

9.11 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the annual assessments in any succeeding year, but may carry forward from year to

year such surplus as the Board may deem desirable for the greater financial security of the Association and the effectuation of its purposes.

ARTICLE X

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

10.01 Purpose. In order to preserve the natural setting and beauty of the Subdivision, to establish and preserve a harmonious and aesthetically pleasing design for the Subdivision and to protect and promote the value of the Property, the Lots and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article X.

10.02 Architectural Control Committee. Subject to the terms of Section 1.02 of Article I, the Board shall appoint the Architectural Control Committee which shall consist of up to five (5) (but not less than three (3)) members, who may or may not be members of the Board. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Control Committee shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meetings. The Architectural Control Committee shall meet at least annually and as may be required, as well as upon call of the chairman, and all meetings shall be held at such places in Cobb County as may be designated by the chairman. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee shall constitute the action of the Architectural Control Committee on any matter before it. The Architectural Control Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the Architectural Control Committee in performing its functions set forth herein.

10.03 Permitted Improvements; Standards.

(a) No Structure of any nature whatsoever shall be constructed, altered, added to or maintained upon any part of the Property, except (i) those Structures and other improvements constructed by Developer or an affiliate of Developer, (ii) those Structures and other improvements as are approved by the Architectural Control Committee in accordance with this Article X, and (iii) those Structures and other improvements which pursuant to this Article X do not require the consent of the Architectural Control Committee.

(b) The Architectural Control Committee is hereby authorized to promulgate from time to time written architectural standards, policies and guidelines (the "Standards") governing the construction, location, landscaping and design of Structures and other improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 10.04, 10.05 and 10.10 hereof. Any such Standards published by the Architectural Control Committee shall be binding and enforceable on all Owners with respect to all Structures and other improvements in the Subdivision requiring the approval of the Architectural Control Committee. Such Standards may be changed from time to time by the Architectural Control Committee in its sole discretion.

10.04 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been first submitted to and approved in writing by the Architectural Control Committee as to (i) the compliance of such plans and specifications with such Standards as may be published by the Committee from time to time, (ii) the conformity and harmony of external design and appearance in relation to the existing

grounds of the Subdivision, and (iii) the location of the proposed Structure in relation to surrounding structures and topography and finished ground elevations. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee.

10.05 Approval and Disapproval of Plans and Specifications.

(a) The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any plans and specifications for use in connection with any Lot or Structure shall not be deemed a waiver of the Architectural Control Committee's right, in its sole discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) Neither Developer, the Association nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, approval of plans and specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Developer, the Association nor any member of the Architectural Control Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. By submission of such plans and specifications to the Architectural Control Committee, every Owner of any Lot releases and agrees to hold harmless and to defend Developer, the Association and any member of the Architectural Control Committee from any such alleged liability, claim and/or damage.

10.06 Obligation to Act. The Architectural Control Committee shall take action on any plans and specifications submitted as herein provided within forty-five (45) days after receipt thereof, provided such forty-five (45) day period shall not begin to run until such plans and specifications are complete and contain all information as may be reasonably required by the Architectural Control Committee. Approval by the Architectural Control Committee, if granted, together with any conditions imposed by the Architectural Control Committee, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the Architectural Control Committee to take action within forty-five (45) days of the receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications, provided the proposed improvements are generally in harmony with the scheme of the Subdivision as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications or unless such plans and specifications are materially altered or changed.

10.07 Right of Inspection. The Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

10.08 Violations.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Association shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Association in enjoining and/or abating any construction or improvements shall be assessed against the Owner of such Lot and shall be due and payable to the Association on demand, it being understood and agreed that such Owner shall be personally liable to the Association for such costs and expenses. The liability for such costs and expenses shall be a permanent charge and lien upon such Lot enforceable by the Association in the same manner as other liens for the improvement of real property. Additionally, the Association shall be entitled to pursue all legal and equitable remedies to recover such costs and expenses.

(b) The Architectural Control Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within ten (10) days after the mailing of the aforesaid notice of violation, then the Association shall have the right of abatement as provided in Section 11.02 of Article XI hereof. In addition to the right of abatement, the Association shall be entitled to immediately seek equitable relief to enjoin such construction, notwithstanding the ten (10) day remedial period afforded the Owner.

10.09 Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 10.07 hereof. The fee shall be established from time to time by the Architectural Control Committee.

10.10 Building Restrictions. All Structures and other improvements shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions. In addition, the Architectural Control Committee is authorized to promulgate from time to time as part of the Standards described in 10.03(b) hereof additional restrictions applicable to the Subdivision. No exterior portion of any building, structure or other improvement (excepting sidewalks and driveways) located on or with respect to any Lot shall be located other than as permitted by the applicable set-back line restrictions as set forth in the Standards; provided that the Architectural Control Committee shall be empowered to grant variances with respect to such set-back line restrictions if the written consent of the Owner of each Lot adjoining the Lot as to which the variance is requested is obtained. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of residences shall contain not less than 2800 square feet.

10.11 Use of Lots and Dwellings. Except as permitted by Sections 4.02 and 10.17 hereof, each Lot shall be used for residential purposes only and no trade or business of any kind may be carried on therein. The use of a portion of a residence as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic or otherwise create a nuisance. The use of a residence or a portion thereof for business meetings, entertainment or the enjoyment or business of the Owner's employees, trustees, agents, clients or customers shall not be considered to be a

violation of this covenant if such use does not create regular customer, client or employee traffic or otherwise create a nuisance.

10.12 Antennas. Without the prior written approval of the Architectural Control Committee, no television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a building or other structure. No radio or television signals, or any other form of electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Subdivision; provided, however, that Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio or other similar systems within the Subdivision. Should cable television services be unavailable and adequate television reception not be otherwise available, an Owner may make written application to the Architectural Control Committee for permission to install a television antenna or satellite dish.

10.13 Water Wells and Septic Tanks. No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot without the prior written approval of the Architectural Control Committee.

10.14 Pets. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept in residences, subject to rules and regulations adopted by the Association, through its Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. The Association, through the Board, may require that an Owner remove any pet which is dangerous or is kept in violation of this Declaration or the Association's rules and regulations from such Owner's Lot. Pets shall be under leash at all times when walked or exercised outside of all fenced areas on a Lot.

10.15 Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot and each Owner, his family, tenants, guests, invitees, servants and agents shall refrain from any act or use of a Lot which could cause disorderly, unsightly or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Subdivision or which would be in violation of any law or governmental code or regulation. All garbage shall be placed in containers and kept in the garage of each residence except on those days when there is regularly scheduled garbage pickup service. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Subdivision.

10.16 Motor Vehicles, Trailers, Boats, Etc. All automobiles owned or used by Owners or other than temporary guests and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. The Board of the Association shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts and other similar vehicles, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board such prohibition shall be in the best interests of the Subdivision. No Owners or other occupants of any portion of the Property shall

repair or restore any vehicle of any kind upon or within any Lot except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

10.17 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer, any Builder and their respective agents, employees, successors and assigns to maintain and carry on within the Property such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing of Lots, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model residences. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences as model residences, and to use any residence as an office for the sale of Lots and for related activities.

10.18 Fences. No fence or wall of any kind shall be erected, maintained or altered on any Lot by any Owner, other than Developer or an affiliate of Developer, without the prior written approval of the Architectural Control Committee.

10.19 Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Architectural Control Committee's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure or motor vehicle visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one "For Sale" or "For Rent" sign for a Lot; provided, however, that in no event shall any such sign be larger than six square feet in area;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Architectural Control Committee;

(iv) such signs as are used to identify and advertise the Subdivision; and

(v) a sign indicating the builder of the residence on the Lot.

(vi) small security signs of no more than one (1) square foot.

(b) Following the consummation of the sale or lease of any Lot, the "For Sale" or "For Rent" sign and the builder sign shall be removed immediately.

10.20 Garage Sales. All garage sales shall be conducted in accordance with applicable law and such rules and regulations as the Board may establish from time to time concerning same.

10.21 Clotheslines. No outside clotheslines shall be constructed, placed or maintained on any Lot without the prior written approval of the Architectural Control Committee.

10.22 Exterior Structures. No artificial vegetation, exterior sculptures, fountains or similar items shall be constructed, placed or maintained on any Lot without the prior written approval of the Architectural Control Committee.

10.23 Construction of Improvements. Construction of all dwellings on a Lot shall be completed within one (1) year of the commencement date of said construction. If any dwelling on a Lot is not completed within one (1) year of the commencement date of said construction, the Association, its employees and agents,

shall have the right, but not the obligation, to enter upon said Lot and to take such action as is necessary to secure and/or complete construction of said dwelling, with the costs thereof being assessed against the Owner of such Lot. Such Owner shall be personally liable to the Association for the direct and indirect costs of securing the dwelling and/or completing said dwelling, and the liability for such costs shall constitute an equitable charge and continuing lien upon the Lot enforceable by the Association in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity. The Association shall give notice to the Owner of such Lot prior to commencing any work, as set forth in Section 10.08 hereof, and the provisions thereof shall be applicable with respect to the foregoing.

10.24 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape.

10.25 Lake Restrictions. No Owner of a Lot shall have any right to pump or otherwise remove water from the lake located in the Subdivision for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in the lake. Boats with internal combustion motors shall not be permitted on the lake. Swimming shall not be permitted. No docks, piers, boathouses, ramps or other similar facilities shall be constructed on the lake without the prior written approval of the Architectural Control Committee.

10.26 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the Architectural Control Committee. No above-ground pools shall be allowed on any Lot.

10.27 Trees. Except for dead, damaged or diseased trees, no trees having a diameter of six inches (6") or more (as measured at a point twelve inches (12") above ground level) shall be removed from any Lot without the prior written approval of the Architectural Control Committee. The Architectural Control Committee may designate that certain trees, regardless of size, are not to be removed from a Lot, which designation shall be noted on the approved plans and specifications for such Lot.

10.28 Structure Finish. Whenever any Structure is constructed on a Lot in whole or in part with concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be finished with brick, natural stone, painted stucco or other approved material over the entire exposed surface area above finish grade.

10.29 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the more restrictive provision shall govern and control.

ARTICLE XI

ENFORCEMENT

11.01 Enforcement. Each Owner and his family, tenants, guests and invitees shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his

Lot, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by Developer, the Board on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages and that Developer, the Association or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure or omission on the part of Developer, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws or any rules and regulations of the Association, however long continued.

11.02 Self-Help. In addition to any other remedies provided for herein, the Developer, for so long as Developer owns any Lot primarily for the purpose of sale, and the Association or its duly authorized agents shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions or the Standards. Unless an emergency situation exists, the Developer or the Board, as the case may be, shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. If the Owner shall not have taken reasonable steps toward the cure or remediation of the violation complained of within such ten (10) day period, then the Developer or the Association, as the case may be, shall have the right to exercise self-help without further notice or any hearing. All costs of self-help, including court costs and reasonable attorney's fees, shall be assessed against the violating Owner and payable on demand. Such costs and expenses shall be added to and become a part of the assessment to which the Owner and his Lot are subject and shall be collected as provided for herein for the collection of annual assessments.

ARTICLE XII

GENERAL PROVISIONS

12.01 Control by Developer. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION OR IN THE BY-LAWS OF THE ASSOCIATION, Developer shall have the right to appoint and remove all members of the Board of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 8.01 hereof. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 8.01. Upon the expiration of Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 8.01 and this Section 12.01, such right shall pass to the Owners, including Developer if Developer then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board which shall undertake the responsibilities of the Board, and Developer shall deliver all books, accounts and records, if any, which Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Developer has in its possession.

12.02 Amendments by Developer. During any period in which Developer retains the right to appoint and remove any directors and officers of the Association, Developer may unilaterally amend this Declaration by an instrument in writing filed and recorded in the records of the Office of the Clerk of the Superior Court of Cobb County, Georgia, without the approval of any Owner or Mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot as set forth in this Declaration or adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to this Section 12.02 shall be certified by Developer as having been duly approved by Developer, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 12.02 and further agrees that, if requested to do so by Developer, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Property (A) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (C) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot or other improvements subject to this Declaration, or (D) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots or other improvements subject to this Declaration.

12.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Sections 12.02 and 13.06 hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by members of the Association. Such amendment must be approved by Owners holding at least two-thirds (2/3) of the total votes in the Association; provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee, and (ii) during any period in which Developer or an affiliate of Developer owns a Lot primarily for the purpose of sale, such amendment must be approved by Developer.

(c) The agreement of the required percentage of the Owners and, where required, Developer and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

12.04 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided that rights and easements which

are stated herein to have a longer duration shall have such longer duration. This Declaration may be renewed for an unlimited number of successive twenty (20) year periods in accordance with the terms and provisions of O.C.G.A. Section 44-5-60(d). Every purchaser or grantee of any interest in the Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby, including any extension and renewal of this Declaration in accordance with the terms and provisions of O.C.G.A. Section 44-5-60(d).

12.05 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of U.S. President George Bush.

12.06 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer or the Board will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the records of the Clerk of the Superior Court of Cobb County, Georgia. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Georgia.

12.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

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

12.09 Rights of Third Parties. This Declaration shall be recorded for the benefit of Developer, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Developer and Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

12.10 No Trespass. Whenever the Association, Developer, the Architectural Control Committee, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Property, the entering thereon and the taking of such action shall not be deemed to be a trespass.

12.11 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots. Notices sent by United States Mail shall be deemed effective on the third day after mailing. Notices delivered in person shall be effective on the date of delivery. All notices to the

Association shall be delivered or sent in care of Developer at the following address: 5395 Roswell Road, Suite 100, Atlanta, Georgia 30342 or to such other address as the Association may from time to time notify the Owners. All notices to Developer shall be delivered or sent to Developer at the above address or to such other address as Developer may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

12.12 No Liability. Developer has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Developer shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Developer shall have no such liability.

12.13 Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property, except that no such agreements shall be binding as to the Developer without the written consent of the Developer.

12.14 Variances. Notwithstanding anything to the contrary contained herein (with the exception of set-back line restrictions as set forth in Section 10.10, above), the Board, and Developer for so long as Developer has the right to appoint and remove all members of the Board of the Association and any officer or officers of the Association as set forth in Section 8.01 hereof, shall be authorized to grant individual variances from any of the provisions of this Declaration or the By-Laws, except the provisions of Article IX of the Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property.

12.15 Contracts Executed During Developer Control. All contracts or leases executed by or on behalf of the Association prior to the termination of Developer's right to appoint and remove the directors and officers of the Association shall contain a termination clause permitting the Association to terminate the contract or lease at any time without cause and without penalty, upon not more than ninety (90) days' written notice.

12.16 Security. NOTWITHSTANDING ANY PRIVACY WALL AND/OR FENCE SERVING THE SUBDIVISION, DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EFFICACY OF SUCH STRUCTURES FROM A SAFETY OR SECURITY STANDPOINT. EACH OWNER, OCCUPANT, GUEST OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DEVELOPER IS NOT AN INSURER AND THAT EACH OWNER, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE.

ARTICLE XIII

MORTGAGEE PROVISIONS

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

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

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

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any eligible holder, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

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

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

13.02 Right to Records. Upon written request in accordance with Section 13.01, all eligible holders shall:

(a) be entitled to attend and observe all meetings of Owners, but not meetings of the Board;

(b) be furnished with copies of annual financial reports made to the Owners; and

(c) be entitled to inspect the financial books and records of the Association during reasonable business hours.

13.03 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission, directly or indirectly, seek to abandon, partition, subdivide, encumber, sell, or transfer any real property owned by the Association (other than personal property). The granting of easements for public utilities or other similar purposes consistent with the intended use of the real property, if any, owned by the Association shall not be deemed a transfer within the meaning of this subsection;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of any real property owned by the Association (the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this subsection);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds received in connection with losses to any real property owned by the Association (other than personal property) for other than the repair, replacement or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the real property owned by the Association and may pay overdue premiums on

casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

13.04 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of real property owned by the Association.

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

13.06 Amendments by Board. Should Federal National Mortgage Association or Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

13.07 Applicability. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in this Article.

13.08 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its name under seal, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Donna M. Moore
Witness

Notary Public

My commission expires:
NOTARY PUBLIC, DeKalb County, Georgia
My Commission Expires July 13, 1996.

[NOTARIAL SEAL]

N.P. SEAL

DEVELOPER:

EDGEMERE PROPERTIES, INC., a Georgia corporation

By: _____
Martin D. Marchman, as
President

[CORPORATE SEAL]

CORPORATE SEAL

44977.1/42.185

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 683 of the 16th District, 2nd Section of Cobb County, Georgia, and being more particularly described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 58, 59 and 60, Block A, and Lots 1, 2, 3, 4, 5, 6, 16 and 17, Block B, of Edgemere Estates Subdivision, Unit One, as per plat recorded in Plat Book 142, Page 91, Cobb County, Georgia records, which plat is incorporated herein by reference.

EXHIBIT B

TRACT ONE

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 683 of the 16th District, 2nd Section, Cobb County, Georgia as shown on that certain plat of survey entitled "Boundary Survey For Edgemere Properties, Inc., Georgia Federal Bank, F.S.B. & First American Title Insurance Company" by Watts & Browning Engineers, Inc., bearing the seal and certification of V. T. Hammond, Georgia Registered Land Surveyor No. 2554, dated March 18, 1992, last revised August 24, 1992, containing 36.453 acres and being more particularly described as follows:

BEGINNING at the iron pin placed on the corner formed by the intersection of the northerly right-of-way of Oak Lane (50-foot right-of-way) with the common land lot line of Land Lots 683 and 684; run thence along the northerly right-of-way line of Oak Lane the following courses and distances: northwesterly along the arc of a curve to the right (said arc having a radius of 1778.885 feet and being subtended by a chord line running north 76° 04' 05" west 46.45 feet) an arc distance of 46.45 feet to a point; north 75° 19' 12" west 276.14 feet to a point; northwesterly on the arc of a curve to the left (said arc having a radius of 921.778 feet and being subtended by a chord line running north 82° 42' 54" west 237.28 feet) an arc distance of 237.94 feet to a point; south 89° 53' 25" west 87.14 feet to a point; southwesterly along the arc of a curve to the left (said arc having a radius of 614.017 feet and being subtended by a chord line running south 84° 27' 27" west 116.27 feet) an arc distance of 116.44 feet to a point; south 79° 01' 29" west 136.84 feet to a point; southwesterly along the arc of a curve to the right (said arc having a radius of 1221.427 feet and subtended by a chord line running south 82° 30' 20" west 148.32 feet) an arc distance of 148.42 feet to a point; south 85° 59' 12" west 264.22 feet to an iron pin placed; thence leaving said right-of-way, run north 82° 50' 34" west 66.41 feet to an iron pin found on the corner common to Land Lots 682, 683, 686 and 687; run thence along the common land lot line of Land Lots 682 and 683 the following courses and distances: north 01° 38' 13" east 877.36 feet to an iron pin found; north 01° 26' 12" west 328.70 feet to an iron pin placed at the corner common to Land Lots 614, 615, 682 and 683; thence run south 89° 01' 54" east along the common land lot line of Land Lots 614 and 683 1366.88 feet to an iron pin found at the corner common to Land Lots 613, 614, 683 and 684; run thence south 01° 02' 16" west along the common land lot line of Land Lots 683 and 684 1226.94 feet to an iron pin placed at the corner formed by the intersection of the said land lot lines with the northerly right-of-way of Oak Lane and the **TRUE POINT OF BEGINNING.**

TRACT TWO

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 683 of the 16th District, 2nd Section, Cobb County, Georgia as shown on that certain plat of survey entitled "Boundary Survey For Edgemere Properties, Inc., Georgia Federal Bank, F.S.B. & First American Title Insurance Company" by Watts & Browning Engineers, Inc., bearing the

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described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22

seal and certification of V. T. Hammond, Georgia Registered Land Surveyor No. 2554, dated March 18, 1992, last revised August 24, 1992, containing 2.082 acres and being more particularly described as follows:

BEGINNING at an iron pin placed at the corner formed by the intersection of the common land lot line of Land Lots 683 and 684 with the southwesterly right-of-way of Oak Lane (50-foot right-of-way); run thence south 01° 02' 16" west along the common land lot line of Land Lots 683 and 684 75.32 feet to an iron pin placed at the corner common to Land Lots 683, 684, 685 and 686; run thence north 82° 50' 34" west along the common land lot line of Land Lots 683 and 686 1045.17 feet to an iron pin found at the intersection of said land lot line with the southerly right-of-way line of Oak Lane; run thence along the southerly right-of-way of Oak Lane the following courses and distances: north 85° 59' 12" east 11.02 feet; along the arc of a curve to the left (said arc having a radius of 1271.427 feet and being subtended by a chord line running north 82° 30' 20" east 154.4 feet) an arc distance of 154.49 feet to a point; north 79° 01' 29" east 136.84 feet to a point; along the arc of a curve to the right (said arc having a radius of 564.017 feet and subtended by a chord line running north 84° 27' 27" east 106.80 feet) an arc distance of 106.96 feet to a point; north 89° 53' 25" east 87.14 feet to a point; along the arc of a curve to the right (said arc having a radius of 871.778 feet and subtended by a chord line running south 82° 42' 54" east 224.41 feet) an arc distance of 225.03 feet to a point; south 75° 19' 12" east 276.14 feet to a point; along the arc of a curve to the left (said arc having a radius of 1828.885 feet and subtended by a chord line running south 76° 14' 12" east 58.51 feet) an arc distance of 58.51 feet to an iron pin placed at the corner formed by the intersection of the southerly right-of-way of Oak Lane with the common land lot line of Land Lots 683 and 684 and the **TRUE POINT OF BEGINNING.**

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 683 of the 16th District, 2nd Section of Cobb County, Georgia, and being more particularly described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 58, 59 and 60, Block A, and Lots 1, 2, 3, 4, 5, 6, 16 and 17, Block B, of Edgemere Estates Subdivision, Unit One, as per plat recorded in Plat Book 142, Page 91, Cobb County, Georgia records, which plat is incorporated herein by reference.

TRACT THREE

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 684 of the 16th District, 2nd Section of Cobb County, Georgia, being a 9.987 acre tract, more or less, and being more particularly described as follows:

To find the **POINT OF BEGINNING**, begin at the intersection of Land Lots 613, 614, 683 and 684 which is the **POINT OF BEGINNING**; thence North 89° 58' 44" East, 348.31 feet to an open top pin found; thence South 00° 05' 00" East, 1,278.40 feet to an iron pin set on the northern right-of-way of Oak Lane Road (having a 60 foot right-of-way);

thence North 80° 33' 44" seconds West along the northern right-of-way of Oak Lane Road 352.92 feet to an iron pin set; thence North 00° 05' 41" West, 1220.40 feet to an iron pin found and the **POINT OF BEGINNING.** All according to a survey for Cindy S. Cottone and T.E.S. Builders, Inc., dated October 10, 1990, prepared by Paul Lee Consulting Engineering Associates, Inc., Paul E. Lee, Georgia Registered Land Surveyor No. 1715.

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