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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARIETTA COUNTRY CLUB ESTATES

10/27/89

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INDEX

			Page
Preamble			1
ARTICLE	I	Definitions	2
	1.01	Definitions	2
ARTICLE	II	Development	6
	2.01	Development of Property	6
	2.02	Country Club	6
	2.03	Subdivision Plat	6
ARTICLE	III	Property Rights	7
	3.01	General	7
	3.02	Owner's Easement of Enjoyment	7
	3.03	Recreational Facilities	9
	3.04	Access	9
	3.05	Changes in Boundaries; Additions to Common Areas	9
	3.06	Easements for Utilities and Public Services	9
	3.07	Easements for Walks, Trails, Signs and Perimeter Wall	10
	3.08	Maintenance Easement	11
	3.09	Environmental Easement	11
	3.10	Easements for Country Club Property	12
	3.11	No Partition	14
ARTICLE	IV	Membership	14
	4.01	Membership	14
ARTICLE	V	Maintenance	15
	5.01	Responsibilities of Owners	15
	5.02	Association's Responsibility	16

ARTICLE VI	Insurance and Casualty Losses	18
6.01	Insurance	18
6.02	Damage or Destruction to Common Areas . . .	20
6.03	Damage or Destruction to Lots or Dwellings	21
ARTICLE VII	Condemnation	22
7.01	Condemnation of Common Areas	22
7.02	Condemnation of Lots or Dwellings	23
ARTICLE VIII	Administration	24
8.01	Common Areas	24
8.02	Duties and Powers	25
8.03	Agreements	26
8.04	Management Agreement	26
8.05	Personal Property and Real Property for Common Use	26
8.06	Rules and Regulations	27
8.07	Indemnification	27
ARTICLE IX	Assessments	28
9.01	Purpose of Assessments	28
9.02	Creation of Lien and Personal Obligation of Assessments	28
9.03	Computation of Annual Assessments	29
9.04	Special Assessments	31
9.05	Individual Assessments	31
9.06	Notice of Meeting and Quorum	31
9.07	Liens	32
9.08	Effect of Nonpayment; Remedies of the Association	32
9.09	Certificate	33
9.10	Date of Commencement of Annual Assessments	33
ARTICLE X	Architectural Standards and Use Restrictions	34
10.1	Purpose	34
10.2	Architectural Standards Committee	34
10.3	Permitted Improvements; Standards	35
10.4	Construction of Improvements	35
10.5	Architectural Approval	36
10.6	Landscaping Approval	38
10.7	Approval Not a Guarantee	39

10.8	Building Restrictions	39
10.9	Use of Lots and Dwellings	41
10.10	Exterior Appearance	41
10.11	Signs	41
10.12	Antennas	42
10.13	Security Systems	42
10.14	Water Wells and Septic Tanks	42
10.15	Pets	43
10.16	Nuisances	43
10.17	Golf Course Areas	44
10.18	Motor Vehicles, Trailers, Boats, Etc.	44
10.19	Sales and Construction Activities	45
10.20	Multiple Ownership	45
10.21	Traffic Regulations	45
ARTICLE XI	Rule Making	46
11.01	Rules and Regulations	46
11.02	Authority and Enforcement	46
11.03	Procedure	47
ARTICLE XII	General Provisions	48
12.01	Control by Declarant	48
12.02	Amendments by Declarant	49
12.03	Amendments by Association	50
12.04	Enforcement	51
12.05	Duration	52
12.06	Perpetuities	52
12.07	Interpretation	53
12.08	Gender and Grammar	53
12.09	Severability	53
12.10	Rights of Third Parties	54
12.11	Notice of Sale, Lease or Mortgage	54
12.12	No Trespass	54
12.13	Notices	54
ARTICLE XIII	Historic Preservation	55
13.01	Purpose.	55
13.02	Community Awareness.	55
13.03	Subject Lots	55
13.04	Preservation	56
13.05	Permitted Encroachments.	56
13.06	Enforcement.	56

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MARIETTA COUNTRY CLUB ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARIETTA COUNTRY CLUB ESTATES is made this 27th day of October, 1988, by 1286 STILESBORO, L.P., a Georgia Limited Partnership;

W I T N E S S E T H , That:

WHEREAS, 1286 STILESBORO, L.P. is the owner of certain real property located in Cobb County, Georgia, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, and 1286 STILESBORO, L.P. desires to subject such property to the provisions of this Declaration and to have constructed on the property a residential community, and to provide a flexible and reasonable method for the administration and maintenance of such property; and

WHEREAS, in connection with the development of the aforesaid residential community, MARIETTA COUNTRY CLUB, INC. is developing that certain country club consisting of a golf course, clubhouse and other recreational facilities and amenities on that certain real property more particularly described in Exhibit "B".

NOW, THEREFORE, 1286 STILESBORO, L.P. hereby declares that all of the property described in Exhibit "A" shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration, and which shall be binding on all parties having any right, title or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and where provided herein shall benefit the property on which aforesaid country club is located.

ARTICLE I

DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Architectural Standards Committee" shall mean and refer to the committee which shall be appointed by the Association's Board of Trustees to approve exterior and structural improvements, additions and changes within the Development as provided in Article X hereof.

(b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Marietta Country Club Estates Homeowners Association, Inc., as amended from time to time.

(c) "Assessment" shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

(d) "Association" shall mean and refer to the Marietta Country Club Estates Homeowners Association, Inc., a Georgia nonprofit corporation.

(e) "Board of Trustees" or "Board" shall mean and refer to the Board of Trustees of the Association, which is the governing body of the Association.

(f) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of Marietta Country Club Estates Homeowners Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.

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(g) "Club Owner" shall mean and refer to the owner of the property on which the Country Club is located, and its successors, assigns and successors-in-title with respect thereto.

(h) "Common Areas" 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. Included within the Common Areas are the subdivision entrance, roads, streets, walkways, sidewalks, street lighting, signage and related areas. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein.

(i) "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.

(j) "Country Club" shall mean and refer to the golf course and related club facilities developed by Club Owner in conjunction with and adjacent to the Development, including the eighteen hole golf course, golf driving range, putting green, golf cart paths, tennis courts, swimming pool, clubhouse, tennis and golf pro shops, locker room facilities, food and beverage facilities and other related facilities. MARIETTA COUNTRY CLUB, INC. owns the Country Club and the Country Club is not part of the Common Areas, nor is it governed by the provisions of this Declaration except as specifically provided herein. No owner or Occupant or the Association shall have any rights in and to, or obligations with respect to, the Country Club except as expressly and specifically provided herein.

(k) "Country Club Property" shall mean and refer to that certain property on which the Country Club is located, being more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.

(l) "Declarant" shall mean and refer to the entity who has executed this Declaration, or any successor-in-title to the entire interest of such entity with respect

to the Property at the time of such transfer to said successor-in-title.

(m) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Marietta Country Club Estates and all amendments thereof filed for record in the Records of the Clerk of the Superior Court of Cobb County, Georgia.

(n) "Development", with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon.

(o) "Dwelling", with an initial capital letter, shall mean and refer to any improved property intended for use as a single-family detached dwelling located within the Development.

(p) "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured proeprty by a deed in lieu of a judicial foreclosure.

(q) "Institutional Mortgage" shall be deemed to mean a Mortgage held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

(r) ""Lease" shall mean and refer to any lease, sublease, or rental contract, whether oral or written.

(s) "Living Space" shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

(t) "Lot" shall mean and refer to any unimproved portion of the Property upon which it is intended that a

Dwelling shall be constructed. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

(u) "Mortgage", with an initial capital letter, 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 or Dwelling.

(v) "Mortgagee", with an initial capital letter, shall mean and refer to the holder of a Mortgage.

(w) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant or family member of an Owner, occupying or otherwise using a Dwelling within the Development.

(x) "Owner", with an initial capital letter, shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Lot or Dwelling, excluding, however, those persons having such an interest under a Mortgage.

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

(z) "Property", with an initial capital letter, shall mean and refer to those tracts or parcels of land described on Exhibit "A", together with all improvements thereon, including the Common Areas, roads, utility systems and drainage systems.

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ARTICLE II

DEVELOPMENT

2.01 Development of Property. All Lots within the Development shall be and are hereby restricted exclusively to a single-family residential use and shall be subject to the standards and restrictions set forth in Article X hereof. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot, to make improvements and changes to all Common Areas and to all Lots owned by Declarant, including, without limitation (i) installment and maintenance of any improvements in and to the Common Areas, (ii) changes in the location of the boundaries of any Lots owned by Declarant or of the Common Areas, (iii) changes in the boundaries between the Country Club Property and any portion of the Property owned by Declarant, (iv) installation and maintenance of any water, sewer, and other utility systems and facilities, and (v) installation of security and/or refuse facilities.

2.02 Country Club. Marietta Country Club, Inc., as Club Owner, intends to develop the Country Club, including a golf course and related facilities on the Country Club Property. The Country Club shall be a private club separate and distinct from the Association and governed by it own rules, regulations and requirements. The Country Club and the Country Club Property shall not be part of the Common Areas, and neither the Association nor any Owner shall have any right or privilege in and to the Country Club or the amenities contained therein, including the right to enter upon or use the Country Club facilities, except under such conditions and requirements as may be established by the Club Owner from time to time.

2.03 Subdivision Plat. Declarant reserves the right to record, modify, amend, revise and add to, at any time and from time to time, a subdivision plat setting forth such information as Declarant may deem necessary with regard to the Development, including, without limitation, the locations and dimensions of the Lots, Dwellings, Common Areas, roads, utility systems, drainage systems, utility easements, drainage easements, access easements and set-back line restrictions.

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ARTICLE III

PROPERTY RIGHTS

3.01 General. Each Lot and Dwelling 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. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of this Declaration, including without limitation the provisions of this Article III. If any chutes, flues, ducts, conduits, wires, pipes, plumbing or any other apparatus or facilities for the furnishing of utilities or other services to a Lot or Dwelling lie partially within and partially outside of the designated boundaries of the Lot or Dwelling in question, any portions thereof which serve only such Lot or Dwelling shall be deemed to be a part of such Lot or Dwelling; and any portions thereof which serve more than one Lot, Dwelling or Multi-Family Area and any portions thereof which serve more than one Lot or Dwelling, or any portion of the Common Areas, shall be deemed to be a part of the Common Areas. The ownership of each Lot and Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title to his Lot or Dwelling, and upon such transfer, such former Owner shall simultaneously transfer and endorse to his successor-in-title any certificates or other evidences of his membership in the Association. Lots shall not be subdivided, and, except as provided in Section 3.05 hereof, the boundaries between Lots shall not be relocated, unless the relocation thereof is made with the consent of at least a majority of the Owners in the Development and of Declarant. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two or more Lots into a larger parcel in order to create a Dwelling site larger than one Lot.

3.02 Owner's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Trustees in accordance with the By-Laws and the terms hereof,

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every Owner, his family, tenants and guests shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

(a) The right of the Association to borrow money (i) for the purpose of improving the Common Areas, or any portion thereof; (ii) for acquiring additional Common Areas; (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Areas; or (iv) for providing the services authorized herein; and, subject to the provisions of Section 8.02 hereof, to give as security for the payment of any such loan a security deed or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interests, options, licenses, easements and privileges herein reserved or established for the benefit of Declarant, any Owner, the Club Owner or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(b) The rights and easements reserved to Declarant in Sections 3.03, 3.04, 3.05, 3.06, 3.07, 3.08 and 3.09.

(c) The right of the Association to grant and accept easements as provided in section 3.06 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to Cobb County, Georgia, or to any other public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the fee simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association.

(d) The rights and easements reserved in Sections 3,06, 3.07, 3.08 and 3.09 hereof for the benefit of the Association, its trustees, officers, agents and employees.

(e) The rights and easements reserved to Club Owner with respect to the Country Club in Section 3.10.

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3.03 Recreational Facilities. Subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Trustees, every Owner and his family, tenants and guests shall have the non-exclusive right, privilege and easement of access to and the use and enjoyment such recreational facilities and amenities as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his Lot or Dwelling such Owner's rights of access to and use of said recreational facilities so that such tenant, his family and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the same basis as an Owner and his family and guests.

3.04 Access. All Owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress and egress shall be limited to roads, sidewalks, walkways and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times. There is reserved unto Declarant, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development.

3.05 Changes in Boundaries; Additions to Common Areas. Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, any Lot or Dwellings owned by Declarant, and, with the written consent of Club Owner, the Country Club Property, including the realignment of boundaries between adjacent lots or Dwellings owned by Declarant. Furthermore, Declarant reserves for itself, its affiliates, successors and assigns the right, but shall not have the obligation, to convey by quit-claim deed to the Association at any time and from time to time, as an addition to the Common Areas, such other portion of the Development owned by Declarant as it, in its discretion, shall choose.

3.06 Easements for Utilities and Public Services.

(a) There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and

accept easements to and from Cobb County, Georgia, or any other public authority or agency, public service district, public or private utility, or other person, upon, over, under and across (i) all of the Common Areas; and (ii) those portions of all Lots and all Dwellings necessary for the purpose of installing, replacing, repairing, maintaining and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems and detention ponds and facilities for the Development or any portion thereof, and electrical, gas, telephone, water and sewer lines, provided that such easements shall not unreasonably affect the developability, marketability or value of any such Lot or Dwelling. Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board of Trustees. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes or shrubbery, (iii) to grade, excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems; provided, however, that such utility company or other supplier or servicer shall take reasonable actions to repair any damage caused by such utility company or other supplier or servicer during the exercise of any rights conveyed under any easement granted hereunder.

(b) Declarant hereby grants to Cobb County, Georgia, or such other governmental authority or agency as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

3.07 Easements for Walks, Trails, Signs and Perimeter Wall. There is hereby reserved for the benefit of Declarant,

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the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over and across those strips of land ten (10) feet in width located along and adjacent to those exterior boundaries located adjacent to streets and roads for all Lots and all Dwellings, such strips to be bounded by such exterior boundaries adjacent to streets and roads and by lines in the interior of such Lots and Dwellings which are ten (10) feet from and parallel to such exterior boundaries, for the installation, maintenance and use of sidewalks, traffic directional signs, and related improvements, provided that Declarant shall have no obligation to construct any such improvements. There is further reserved for the benefit of Declarant, the Association, and their respective successors and assigns, an alienable, transferable and perpetual right and easement upon, over and across those strips of land fifteen (15) feet in width located along those boundaries of all Lots and Dwellings that constitute part of the perimeter boundary of the Development, such easement to be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of the Development, provided that Declarant shall have no obligation to construct any such perimeter wall or fence.

3.08 Maintenance Easement. Subject to the terms of Section 5.02(b) hereof, there is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Dwelling for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety and appearance within the Development, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

3.09 Environmental Easement. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement on, over and across all Lots and all unimproved portions of Dwellings for the purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Board of Trustees or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides.

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3.10 Easements for Country Club Property. There is hereby reserved for the benefit of Club Owner, its successors, assigns and successors-in-title with respect to the Country Club Property, the following transferable, alienable and perpetual rights and easements:

(a) Utility Easements. The right and easement for the installation, maintenance, repair, replacement and use within the Common Areas and those portions of Lots and Dwellings enumbered pursuant to Section 3.06 hereof of security systems; however, not to include any fencing on the boundaries of the Development without the express written consent of the Association; and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines, and the right and easement for the drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon, such rights to be limited and restricted as set forth in Section 3.06 hereof.

(b) Construction, Maintenance and Repair. The right and easement on, over, through, under and across the Common Areas and such portions of the Lots and Dwellings as are described in section 3.10(b) above for the purpose of constructing such improvements on the Country Club Property or such portions of the Development as Club Owner shall desire from time to time and for maintaining, repairing and replacing such improvements, provided that the only such improvements to be constructed on such portion of the Development shall be pedestrian and golf cart paths and related directional signage, and provided further Club Owner shall not use such easement so as to unreasonably interrupt or interfere with any Owner's use of the Common Areas and such portions of the Lots and the Dwellings and shall promptly repair and restore any damage to said Common Areas and such portions of the Lots and the Dwellings caused by the use of the right and easement granted herein.

In addition, there is hereby reserved for the benefit of Club Owner, its agents, employees, successors and assigns, the right and easement to enter upon any unimproved portions of Lots or Dwellings which are located within

thirty (30) feet from the water's edge of any lake, pond or other body of water located on the Country Club Property, for the purpose of mowing such area and keeping the same free and clear from unsightly growth and trash, as well as for the purpose of maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards. However, upon completion of any such activity, the Club Owner shall repair and return any disturbed Lot or Dwelling to the same state as such property occupied prior to any such activity.

(c) Golf Course Maintenance. The non-exclusive right and easement over and across the portions of the Common Areas, each Lot, and all unimproved portions of each Dwelling which are adjacent to the fairways and greens of the golf course or courses located on the Country Club Property. This reserved right and easement shall permit, but shall not obligate, Club Owner and its agents, employees, successors and assigns with respect to the Country Club Property, to go upon any such portions of the Common Areas, and such Lot or Dwelling to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, watering, application of fertilizer, mowing and the removal of underbrush, stumps, trash or debris, and trees of less than two (2) inches in diameter. The area encumbered by this easement shall be limited to the portion of the Common Areas and such Lots or Dwellings within thirty (30) feet of those boundary lines of the Common Areas and such Lots or Dwellings which are adjacent to such fairways or greens or adjacent to lakes, ponds or other bodies of water abutting the golf course; provided, however, the entire Lot and all unimproved portions of such Dwelling shall be subject to such easement until the landscaping plan for such Lot or Dwelling has been approved and implemented pursuant to Section 10.6 hereof.

(d) Entry by Golfers. Each Lot and Dwelling, and any portion of the Common Areas which are adjacent to a golf fairway or green located on the Country Club Property, shall be subject to the right and easement on the part of registered golf course players and their caddies to enter upon the unimproved portion of any such Lot, Dwelling or Common Area which is within thirty (30) feet of any such golf course to remove a ball, subject to the official rules of the golf course, with such entering not being deemed to

be a trespass. Golf course players or their caddies shall not be entitled to enter on any such Lots, Dwellings or portions of the Common Areas with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Lot, Dwelling or the Common Area, or in any way commit a nuisance while on any such portion of the Development.

(e) Landscaping Plan Approval. In addition to the provisions of Article X hereof, the landscaping plan for any Lots or Dwellings, and the portions of the Common Areas adjacent to any golf course located on the Country Club Property, shall for that portion of such Lot, Dwelling or Common Areas which is within thirty (30) feet of any such golf course, be in general conformity with the overall landscaping plan of such golf course. To promote a suitable and attractive open space atmosphere, no fence, wall, shrubbery, building or other structure will be permitted within said thirty (30) foot portion of those Lots, Dwellings or portions of the Common Areas which are adjacent to the fairways or greens of such golf course, without the prior written approval of the Architectural Standards Committee. There is hereby reserved over and across said thirty (30) foot portion of said Lots, Dwellings and the Common Areas the right and easement of light, air and view for the benefit of the adjacent golf course located on the Country Club Property.

3.11 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

ARTICLE IV

MEMBERSHIP

4.01 Membership. Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling, and ownership of a Lot or Dwelling shall be the sole

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qualification for such membership. In the event that fee title to a Lot or Dwelling is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. 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 or Dwelling. In the event of multiple Owners of a Lot or Dwelling, votes and rights of use and enjoyment shall be provided herein. 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 or Dwelling, and further provided that a member casting a vote or holding an office with respect to his Dwelling shall not be entitled to cast an additional vote or to hold an additional office for the Lot upon which his residential unit is located. When more than one person holds an interest in any Lot or Dwelling, the vote for such Lot or Dwelling shall be exercised as those Owners of such Lot or Dwelling themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot or Dwelling shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot or Dwelling is equal and each Lot and each Dwelling shall have one vote.

ARTICLE V

MAINTENANCE

5.01 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein, and all lawns, landscaping, and grounds on and within a Lot or Dwelling, shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his or its Lot or Dwelling, as the case may be, in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings

BK5523PG0425

and other structures and all lawns, trees, shrubs, hedges, grass and other landscaping. As provided in Section 5.02(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 (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds, or other improvements within a Lot, unless such decoration, change or alteration is first approved, in writing, by the Architectural Standards Committee as provided in Article X hereof, or (ii) do any work which, in the reasonable opinion of the Architectural Standards Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Architectural Standards Committee.

5.02 Association's Responsibility.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair and replacement of (i) all roads, walks, trails, parking lots, landscaped areas, recreational areas, and other improvements made by Declarant or the Association situated within the Common Areas or within easements encumbering Lots or Dwellings, pursuant to Sections 3.04 and 3.07 hereof; (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility, or other person, and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping and all lakes and ponds situated within or upon the Common Areas; and (iv) all retention areas and facilities constructed by Declarant wherever located. The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor

BK5523PG0426

shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. 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 Declarant or the Board of Trustees 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, Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice of Declarant'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 fifteen (15) 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 fifteen (15) 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, Declarant or the Association may provide (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 or Dwelling are subject and shall become a lien against such Lot or Dwelling. In the event that Declarant undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

6.01 Insurance.

(a) The Board of Trustees or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazard, 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 the Common Areas and all damage or injury caused by the negligence of the Association, its members, its trustees and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Trustees.

(c) The Board or its duly authorized agents shall have the authority 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.

BK5523PG0428

(d) All such insurance coverage obtained by the Board of Trustees shall be written in the name of the Association as trustee for each of the Owners, and cost 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 Development shall be vested in the Board of Trustees; provided, however, that no mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in the State of Georgia and holding a rating of A-XI or better in such financial categories as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best rating possible.

(ii) All property insurance policies shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(iii) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days' written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.

(iv) In no event shall the insurance coverage obtained and maintained by the Association's Board of Trustees hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.

(v) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's trustees and

officers, the Owners, and their respective families, servants, agents, tenants, guests and invitees, including, without limitation, the Association's manager.

(vi) All policies shall contain a provision that no policy may be cancelled, invalidated, or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agent, employees, tenants, guests and invitees, or on account of the acts of any trustee, officer, employee or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(vii) All liability insurance shall contain cross-liability liability endorsements to cover liability of the Association to an individual Owner and shall also name the Declarant as an additional insured.

(e) It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and Dwelling.

6.02 Damage or Destruction to Common Areas. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Trustees 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 VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale, together with at least

BK5523PG0430

seventy-five percent (75%) of the total vote of the Association, shall otherwise agree, 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 of Trustees 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 of Trustees. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, safe and sightly condition.

6.03 Damage or Destruction to Lots or Dwellings. In the event of damage or destruction by fire or other casualty to any Lots or Dwellings, and in the further event that either the Owner of such Lot or Dwelling elects not to repair or rebuild tne damaged or destroyed Lot or Dwelling, such Owner making such election shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Dwelling in a clean, orderly, safe and sightly condition. Should such Owner elect to repair or rebuild such Lot, Dwelling or other improvements, such Owner shall repair or rebuild such Lot, Dwelling or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions and provisions of this Declaration (including, without limitation, Article X hereof) and all applicable zoning, subdivision, building, and other governmental regulations. All such work of repair or construction shall be commenced promptly following

such damage or destruction and shall be carried through diligently to conclusion.

ARTICLE VII

CONDEMNATION

7.01 Condemnation of Common Areas. Whenever all or any part of the Common Areas of the Development shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five percent (75%) of the total vote of the Association (which conveyance may only occur with the approval of Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale), the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

(a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale, together with at least seventy-five percent (75%) of the total membership of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Trustees, the Architectural Standards Committee, and by Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Trustees 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

BK5523PG0432

special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

(b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

(c) If the taking or sale in lieu thereof includes all or any part of a Lot or Dwelling, and also includes any part of the Common Areas, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners of any Lot or Dwelling taken for their interest in such Lot or Dwelling; provided, however, such apportionment may instead be resolved by the agreement of (i) the Board of Trustees, (ii) the Owners of all Lots or Dwellings, wholly or partially taken or sold, together with the Mortgagees for each such Lot or Dwelling; and (iii) Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale.

7.02 Condemnation of Lots or Dwellings.

(a) In the event that all or any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot or Dwelling elects not to restore the remainder of the Lot or Dwelling, then such Owner making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot or Dwelling and any remaining undamaged improvements thereon in a clean, orderly, safe and sightly condition. In addition, if the size or configuration of such Lot or Dwelling remaining after such taking or conveyance in insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building and other

BK5523PG0133

governmental regulations, then such Owner shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe and sightly condition referred to above, of deeding the remaining portion of the Lot or Dwelling to the Association (at no cost to the Association) as a part of the Common Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association or with respect to the Development and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

(b) In the event that any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot or Dwelling elects to restore the remainder of the Lot or Dwelling, such Owner making such election shall restore such remainder of such Lot or Dwelling as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions and provisions of this Declaration and all applicable zoning, subdivision, building and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

ARTICLE VIII

ADMINISTRATION

8.01 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attactive and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. 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 of Trustees, acting through the officers of the Association, without any further

BK5523PG0434

consent or action on the part of the Owners. As provided in Section 12.01 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant shall have the right to appoint or remove any member or members of the Board of Trustees or any officer or officers of the Association until such time as the first of the following events shall occur: (i) the expiration of ten (10) years after the date of the recording of this Declaration; or (ii) the surrender by Declarant of the authority to appoint and remove trustees and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, vests in Declarant such authority to appoint and remove trustees 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 By-Laws, or the Articles of Incorporation, the provisions of the Official Code of Georgia, this Declaration, and the By-Laws, in that order, shall prevail, and each Owner of a Lot or Dwelling, 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. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more Lots and/or Dwellings and to hold, lease, mortgage, sell and convey the same. Such duties may include, but shall not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to Lots and Dwellings, to furnish trash collections, water, sewer, and/or security service for the Common Areas and/or the Lots or Dwellings. Notwithstanding the foregoing provisions of this Section 8.02 or any other provision of this Declaration to the contrary, for so long as Declarant shall own any Lot or Dwelling primarily for the purpose of sale, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage or hypothecate all or any portion of the Common Areas.

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8.03 Agreements. Subject to the prior approval of Declarant for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale, all agreements and determinations lawfully authorized by the Board of Trustees shall be binding upon all Owners, their heirs, legal representatives, successors and assigns, and all others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development; and in performing its responsibilities hereunder, the Association, through its Board of Trustees, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Trustees. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Trustees, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the trustees, officers or members of the Association by this Declaration or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board of Trustees shall determine, and may be bonded in such a manner as the Board of Trustees may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Trustees may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the By-Laws, or the rules and regulations of the Association.

8.04 Management Agreement. 1286 STILESBORO, L.P., or an affiliate, shall be employed as the manager of the Association and the Development for such period of time as Declarant has the right to appoint and remove officers and trustees of the Association. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, shall be deemed to ratify such management agreement.

8.05 Personal Property and Real Property for Common Use. The Association, through action of its Board of Trustees, may

acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot or Dwelling.

8.06 Rules and Regulations. As provided in Article XI hereof, the Association, through its Board of Trustees, may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings and Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

8.07 Indemnification. The Association shall indemnify every officer and trustee of the Association against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any officer or trustee in connection wtih any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Trustees) to which he may be made a party by reason of being or having been an officer or trustee at the time such expenses are incurred. The officers and trustees shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or nonfeasance. The officers and trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or trustees may also be members of the Association) and the Association shall indemnify and forever hold each such officer and trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer or trustee, or former officer or trustee, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and trustees' liability insurance to fund this obligation.

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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 Development, and maintaining the Development and improvement therein, all as may be more specifically authorized from time to time by the Board of Trustees.

9.02 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot or Dwelling by acceptance of a deed or other conveyance thereof, 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, (c) individual or specific assessments against any particular Lot or Dwelling which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot or Dwelling in accordance with Article XI hereof. Any such assessments, together with late charges, simple interest at the rate of eighteen percent (18%) per annum, 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 or Dwelling, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot or Dwelling, and his grantee shal take title to such Lot or Dwelling, subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid assessments shall not apply to the holder of any first priority institutional Mortgage or to the holder of any Mortgage securing a loan made by Declarant, its affiliates, successors, or assigns, who takes title to a Lot or Dwelling through foreclosure, or to any purchaser of such Lot or Dwelling at such foreclosure sale. In the event of co-ownership of any Lot or Dwelling, all of such co-Owners shall be jointly and severally liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Trustees, provided that unless otherwise provided by the Board, the annual assessments shall be paid in equal monthly installments.

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9.03 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting 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 and Dwellings for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The total annual assessments shall be divided among the Lots and Dwellings equally, so that each Lot and Dwelling 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) Declarant, for so long as Declarant has the authority to appoint and remove trustees and officers of the Association, or (ii) a vote of a majority of the votes of the Owners who are voting in person or by proxy at such meeting (provided that minimum vote of fifty-one percent [51%] of all the votes of the Association shall be required to disapprove the budget). Notwithstanding the foregoing, in the event the proposed budget is not approved 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 be increased in proportion to the percentage increase, if any, for the then current year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1967-69=100), or its successor index, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. 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. The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

(i) Management fees and expenses of administration, including legal and accounting fees;

(ii) Utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided or paid by the Association;

(iii) The cost of any policies of insurance purchased for the benefit of all the Owners and the Association as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage

and such other insurance coverage as the Board of Trustees determines to be in the interests of the Association and the Owners;

(iv). The expenses of maintenance, operation and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of this Declaration;

(v) The expenses of maintenance, operation, and repair of other amenities and facilities serving the Development, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;

(vi) The expenses of the Architectural Standards Committee which are not defrayed by plan review charges;

(vii) Ad valorem real and personal property taxes assessed and levied against the Common Areas;

(viii) The expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;

(ix) Such other expenses as may be determined from time to time by the Board of Trustees of the Association to be Common Expenses including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings; and

(x) The establishment and maintenance of a reasonable reserve fund or funds (A) for inspections, maintenance, repair and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be inspected, maintained, repaired or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Trustees.

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9.04 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through its Board of Trustees, may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that except as otherwise permitted in Sections 6.02 and 7.01 hereof, any such assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale, and (ii) by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 9.06 hereof. The Board of Trustees 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 and Dwellings 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 specially assessed against such Owners and their respective Lots or Dwellings. The individual assessments provided for in this Section 9.05 shall be levied by the Board of Trustees and the amount and due date of such assessment so levied by the Board 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 one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notwithstanding such reduced quorum requirement at a subsequent meeting, a minimum vote of fifty-one percent (51%) of all the votes of the Association shall be required to disapprove the Association's budget.

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9.07 Liens. All sums assessed against any Lot or Dwelling 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 or Dwelling in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot or Dwelling except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority institutional Mortgage or on any Mortgage to Declarant, 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. Notwithstanding the foregoing to the contrary, the subordination of assessments to the lien of such Mortgages shall only apply to such assessments which have become due and payable prior to a foreclosure. All other persons acquiring liens or encumbrances on any Lot or Dwelling 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 of an Owenr or any portions thereof 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 eighteen percent (18%) per annum. 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 of Trustees, interest on the principal amount due at the rate of eighteen percent (18%) per annum, 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 or Dwelling vests in the Association and its agents the right and power to bring all

BK5523PG0442

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 or Dwelling 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, non-use of the Common Areas or abandonment of his Lot or Dwelling 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 or Dwelling.

9.09 Certificate. The Treasurer, any Assistant 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 of Trustees, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer, Assistant 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 and Dwelling on the day on which such Lot or Dwelling is conveyed to a person other than Declarant and shall be due and payable in such manner and on such schedule as the Board of Trustees may provide. Annual assessments and any outstanding special assessments shall be adjusted for such Lot or Dwelling according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Dwelling is first conveyed. Anything contained herein to the contrary notwithstanding, Declarant shall not be responsible for the payment of annual or special ssessments on Lots or Dwellings which it or its affiliates own and which do not contain occupied residences (except as hereinafter provided), provided that Declarant covenants and agrees to pay annual and special assessments for each Lot and Dwelling owned by Declarant or an affiliate and containing occupied residences. Furthermore, Declarant shall have the option to either pay annual assessments on Lots and Dwellings owned by Declarant or fund any deficit which may

exist between assessments and the annual budget of the Association for so long as Declarant has the authority hereunder to appoint and remove trustees of the Association, provided, however, that the budget, assessments, and deficit, if any, shall be annually reviewed by Declarant and the Board of Trustees, and during such period Declarant's obligation for funding deficits shall only be up to the amount of the Association's budget. Upon Declarant no longer having the authority to appoint trustees or officers of the Association, Declarant shall be obligated only to pay assessments on Lots and Dwellings owned by Declarant.

ARTICLE X

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

10.01 Purpose. In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Property, the Lots, Dwellings, 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 Standards Committee. The Board of Trustees shall establish the Architectural Standards Committee which shall consist of up to five (5) [but not less than three (3)] members, all of whom shall be Owners and who may or may not be members of the Board of Trustees, provided that prior to the termination of Declarant's right to appoint and remove officers and trustees of the Association, such members do not have to be Owners. 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 Standards Committee shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meetings. The Architectural Standards Committee shall meet at least once in each calendar year, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the

BK5523PG0444

transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Standards Committee shall constitute the action of the Architectural Standards Committee on any matter before it. The Architectural Standards 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 Standards Committee in performing its functions set forth herein.

10.03 Permitted Improvements; Standards.

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

(b) The Architectural Standards 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 improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 10.05, 10.06, and 10.08 hereof. Any such Standards published by the Architectural Standards Committee shall be binding and enforceable on all Owners with respect to all improvements in the Development requiring the approval of the Architectural Standards Committee. However, prior to the adoption of Standards by the Architectural Standards Committee, those certain architectural standards, policies and guidelines attached hereto as Exhibit "C" and incorporated herein by reference, shall be binding and enforceable on all Owners with respect to the requirements of this Section 10.03(b).

10.04 Construction of Improvements.

(a) No construction of improvements on any Lots or Dwellings shall be undertaken or conducted on Sundays, except for (i) construction activities of Declarant, (ii) emergency situations involving the potential loss, injury,

or damage to persons or property, and (iii) as otherwise permitted by the Architectural Standards Committee.

(b) Dwellings may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Dwelling is located have been completed and a certificate of occupancy for such Dwelling has been issued. No temporary house, shack, tent, barn, or other outbuilding shall be permitted on any Lot or Dwelling at any time, except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, nor shall any stable, poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot or Dwelling. Construction of all Dwellings shall be completed within one (1) year of the commencement date of said construction. During the continuance of construction by an Owner, such Owner shall require its contractors to maintain the Lot or Dwelling, in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot or Dwelling on which such construction has been completed.

10.05 Architectural Approval. To preserve the architectural and aesthetic appearance of the Development, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner other than Declarant, with respect to the construction or affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior additional to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the Architectural Standards Committee), a survey showing the location of trees of six (6) inches in diameter at a height of four (4) feet and other significant vegetation on such Lot or Dwelling showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Standards Committee as to the compliance of such plans and specifications with such

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standards as may be published by the Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Architectural Standards Committee, and the other copy shall be returned to the Owner marked "approved", "approved as noted", or "disapproved". The Architectural Standards Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be $500.00 for each submission, and the Architectural Standards Committee shall have the right to increase this amount from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling that do not affect the exterior appearance without the necessity of approval or review by the Architectural Standards Committee. The Architectural Standards Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage or surface water run-off and in order to comply with any restrictions imposed from time to time on the Development, or portions thereof, the Architectural Standards Committee shall have the right to establish a maximum percentage of a Lot or Dwelling which can be cleared or graded and a maximum percentage of a Lot or Dwelling which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Architectural Standards Committee, representatives of the Architectural Standards Committee shall have the right during reasonable hours to enter upon and inspect any Lot or Dwelling, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the Architectural Standards Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Architectural Standards Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply

with approved plans and specifications. In the event the Architectural Standards Committee fails to approve or disapprove in writing any proposed plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Development 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 (e.g. clearing and grading, pouring footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Standards Committee upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

10.06 Landscaping Approval. To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Standards Committee. The provisions of Section 10.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the Architectural Standards Committee shall be entitled to promulgate standards with respect to such ratios. Furthermore, no hedge or shrubbery planting or tree which obstructs sight-lines of streets and roadways within the Development shall be placed or permitted to remain on any Lot or Dwelling where such hedge, shrubbery or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street in the Development. Unless located within ten (10) feet of a building or a recreational or parking facility, no Owner other than Declarant, shall be entitled to cut, remove, or mutiliate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level, without obtaining the prior approval of the Architectural Standards Committee, except as set forth in the preceeding sentence and provided further that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Standards

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Committee or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot or Dwelling by the Owner of such Lot or Dwelling. All of the landscaping of Lots and Dwellings must be completed prior to occupancy of the Dwelling.

10.07 Approval Not a Guarantee. No approval of plans and specifications and no publication of Standards shall be construed as representing or implying that such plans, specifications, or Standards will, if followed, result in properly designed improvements. Such approvals and Standards shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the Architectural Standards Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article X, any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

10.08 Building Restrictions. All Dwellings and other structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions and any applicable governmental regulations and restrictions. All grading, clearing, construction of impervious surfaces, building, and other construction activity performed on Lots or Dwellings shall be performed in accordance with (i) applicable governmental rules, regulations, guidelines and restrictions, (ii) any plat filed with Cobb County, Georgia, and (iii) the Standards promulgated by the Architectural Standards Committee and the square footage of impervious surface and cleared land on any Lot or Dwelling shall not exceed the square footage of such impervious surface or cleared land, as the case may be, allocated to such Lot or Dwelling by the Architectural Standards Committee. Prior to any such grading, clearing, construction of impervious surface, building, or other construction activity, the Owner of any Lot or Dwelling which is subject to such rules, regulations, guidelines or restrictions shall

make such filings, including, without limitation, the filing of a site plan with Cobb County, Georgia, and obtain such authorizations and permits as are required thereunder, and, further, shall receive the prior written approval of the Architectural Standards Committee. Any Owner that performs any grading, clearing, construction of impervious surface, or other construction activity in violation of the above or the rules, regulations, guidelines, or restrictions or otherwise violates such rules, regulations, guidelines, or restrictions, shall be liable to Declarant for any damages incurred by Declarant arising out of such violation and Declarant hereby expressly reserves the right to sue any such Owner for monetary damages and for specific performance of the above covenants and restrictions. In addition, the Architectural Standards 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 Development, including, without limitation, restrictions relating to height of improvements above grade and roof pitch in each Dwelling. No exterior portion of any building, structure, or other improvement (excepting sidewalks and driveways) located on or with respect to any Lot or Dwelling shall be located other than as permitted by the applicable set-back line restrictions as set forth in the Standards; provided that the Architectural Standards Committee shall be empowered to grant variances with respect to such set-back line restrictions in its sole and absolute discretion. To assure that Dwellings and other structures will be located so that the maximum view, privacy, and breeze will be available to each Dwelling or structure, Dwellings and structures will be located with regard to the topography of each Lot and Dwelling, taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Dwellings or structures within the Development. In addition, all residential structures constructed on a Lot shall: (i) have a minimum first floor elevation the level of the 100-year flood as designated on official Cobb County flood plain maps, on file with Cobb County Planning Department; (ii) be designed and constructed in compliance with the requirements of the Cobb County Building Code related to construction in flood hazard areas, if any are applicable; and (iii) as to the enclosed, heated living area (exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements) contain not less than two thousand (2,000) square feet, if single story, and not less than two thousand six hundred (2,600) square feet, if two-story, with a minimum of one thousand two hundred (1,200) square feet on the main level. No Dwelling shall be constructed exceeding three (3) stores in height, including basement.

10.09 Uses of Lots and Dwellings. Each Lot and Dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. No more than one (1) Dwelling shall be located on any Lot. The use of a portion of a Dwelling 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. The use of a Dwelling 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. Lease or rental of a Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire Dwelling and all the improvements thereon, (ii) is for a term of at least six (6) months, and (iii) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Board of Trustees.

10.10 Exterior Appearance. No chainlink fences shall be permitted within the Development, except with regard to tennis courts approved by the Architectural Standards Committee, and those fences erected by Declarant. Further, no foil or other reflective materials shall be used on any windows for sun-screens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall. When not in use, all garage doors shall be kept closed. Except for corner Lots, no garage door shall face the street on which the Dwelling fronts. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.

10.11 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on the exterior of any improvements located within the Development, or elsewhere on any portion of the Property, without the express written permission of the Architectural Standards Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from

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time to time determined by the Architectural Standards Committee and may be arbitrarily withheld. In addition, the Board of Trustees, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those easement areas established in Section 3.08 hereof.

10.12 Antennas. No television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot or Dwelling, which may unreasonably interfere with the reception of television or radio signals within the Development; provided, however, that Declarant 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 Development, and should cable television reception not be otherwise available, then an Owner may make written application to the Architectural Standards Committee for permission to install a television antenna.

10.13. Security Systems. In the event that either Declarant or the Association shall install a central security system within the Development, with the capability of providing security services to each Dwelling within the Development, then no Owner shall be entitled to install or maintain any alternative security systems within a Dwelling, other than security systems which are appurtenant to and connected with such central security system, without giving written Notice to the Board of Trustees; provided, however, nothing contained herein shall be construed to obligate either Declarant or the Association to install such a central security system, and provided further, in the event of such an installation, neither Declarant nor the Association shall have any responsibility to prevent, and shall not be liable for, any loss or losses due to theft, burglary, or damage, or any injury to persons or prpoerty caused by persons gaining access to the Development.

10.14 Water Wells and Septic Tanks. No private water wells may be drilled or maintained, and no septic tanks may be installed or maintained on any Lot or Dwelling, except for wells maintained solely for irrigation purposes. All such irrigation wells must receive the prior written approval of the Architectural Standards Committee.

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10.15 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Trustees, 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. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Trustees may conclusively determine in its sole and absolute discretion, whether, for purposes of this Section 10.15, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Trustees shall have the further right, subject to Section 11.03 hereof, to fine any Owner (in an amount not to exceed $50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such owner or of an occupant of such Owner's Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

10.16 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, or shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot or Dwelling or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents must refrain from any act or use of a Lot or Dwelling, or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the

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occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. 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 Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of $150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot or Dwelling are subject.

10.17 Golf Course Areas. Owners of Lots and Dwellings adjacent to all golf course fairways and greens, as well as their families, tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would distract from the playing qualities of any golf course located on the Country Club Property. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the golf course, maintenance of dogs or other pets under conditions which interfere with golf course play due to their loud barking or other actions, playing of loud radios, televisions, stereos, or musical instruments, running or walking on the fairways, picking up balls, or similar interference with play.

10.18 Motor Vehicles, Trailers, Boats, Etc.. Each Owner shall provide for parking of at least two (2) automobiles in garages, equipped with garage doors, prior to occupancy of the Dwellings owned or maintained by such Owner. All automobiles owned or used by Owners or Occupants 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 outside storage or parking upon any Lot or Dwelling, or within any portion of the Common Areas 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 is prohibited. No Owners or other

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occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Lot or Dwelling, or within any portion of the Common Areas, 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.

10.19 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, or Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices and signs, all as may be approved by Declarant from time to time, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 10.19 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities.

10.20 Multiple Ownership. No Lots or Dwellings may be sold under any time-sharing, time-interval, or similar right-to-use programs.

10.21 Traffic Regulations. All vehicular traffic on the private streets and roads in the Development shall be subject to the provisions of the laws of the State of Georgia and Cobb County concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Development. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of the laws of the State of Georgia and Cobb County and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only

drivers licensed to operate motor vehicles by the State of Georgia or by any other state in the United States may operate any type of motor vehicle, including golf carts, within the Development. In order to operate a golf cart in the Development, the owners or users thereof shall have complied with any regulations and requirements for the operation thereof as may be required by the Association and the Club Owner. All vehicles of any kind and nature which are operated on the streets of the Development shall be operated in a careful, prudent, safe, and quiet manner, and with due consideration for the rights of all residents of the Development.

ARTICLE XI

RULE MAKING

11.01 Rules and Regulations. Subject to the provisions hereof, the Board of Trustees may establish reasonable rules and regulations concerning the use of Lots, Dwellings and the Common Areas and facilities located thereon. In particular but without limitation, the Board of Trustees may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board of Trustees, be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation be specifically overruled, cancelled, or modified by the Board of Trustees or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale.

11.02 Authority and Enforcement. Subject to the provisions of Section 11.03 hereof, upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power

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(i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, the Owners or Occupants of which are guilty of such violation, (ii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests and tenants) to use any of the recreational facilities located in the Common Areas, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation.

11.03 Procedure. Except with respect to the failure of an Owner to pay assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant of the Development for violations of the Declaration, the By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

(a) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:

(i) the alleged violation;

(ii) the action required to abate the violation; and

(iii) a time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and

(iv) the proposed sanction to be imposed.

(c) The hearing shall be held in executive session of the Board of Trustees pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, trustee, or other individual who delivered such notice. In addition, the notice requirements shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

ARTICLE XII

GENERAL PROVISIONS

12.01 Control by Declarant. 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, Declarant hereby retains the right to appoint and remove any member of members of the Board of Trustees 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.

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Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove trustees 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 the period of Declarant's right to appoint and remove trustees 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 Declarant if Declarant then owns one or more Lots or Dwellings, 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 of Trustees which shall undertake the responsibilities of the Board of Trustees, and Declarant shall deliver all books, accounts, and records, if any, which Declarant 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 Declarant has in its possession.

12.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any trustees and officers of the Association, Declarant may 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, Dwelling, or the Common Areas as set forth in this Declaration or adversely affects the title to any Lot or Dwelling, 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. In addition, in the event that such amendment materially alters or changes any rights and easements granted herein to Club Owner or with respect to the Country Club Property, such amendment shall only be valid upon the written consent thereto of the Club Owner. Any amendment made pursuant to this Section 12.02 shall be certified by Declarant as having been duly approved by Declarant, 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 or Dwelling, agrees to be bound by such amendment as

are permitted by this Section 12.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Delaration or any other instruments relating to the Development (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 or Dwellings, 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, Dwelling, 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, Dwellings, or other improvements subject to this Declaration.

12.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 12.02 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 of Trustees 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, that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee.

(c) The agreement of the required percentage of the Owners and, where required, Declarant and any Mortgagee, to any amendment of this Declaration shall be evidenced by

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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. Notwithstanding the foregoing to the contrary, with respect to any amendment to this Declaration under this Section 12.03 which affects any of the rights or easements granted herein to the Club Owner or with respect to the Country Club Property, Club Owner shall receive the notice specified in Section 12.03(a) hereof and any such amendment shall only be valid upon the written consent thereto of Club Owner.

12.04 Enforcement. Each Owner 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 or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the recreational facilities, located in the Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by Declarant, the Board of Trustees on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should Declarant 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 Declarant, 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 Declarant, the Association, or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an

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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 Declarant 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.

12.05 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. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of the initial twenty (20) year period or the last year of any ten (10) year renewal period, seventy-five percent (75%) of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be filed of record in the Records of the Clerk of the Superior Court of Cobb County, Georgia, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any 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.

12.06 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 Mrs. Lillian Carter, mother of former U.S. President James Earl Carter.

12.07 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 Declarant or the Board of Trustees 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 on 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.

12.08 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.

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

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12.10 Rights of Third Parties. This Declaration shall be recorded for the benefit of Declarant, the Owners and their Mortgagees as herein provided, and the Club Owner, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant, Mortgagees, and Club Owner 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.

12.11 Notice of Sale, Lease, or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Lot or Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

12.12 No Trespass. Whenever the Association, Declarant, the Architectural Standards 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 Development, the entering thereon and the taking of such action shall not be deemed to be a trespass.

12.13 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 or Dwellings. All notices to the Association shall be delivered or sent in care of Declarant at the following address:

1286 Stilesboro, L.P.
188 Anderson Street
Marietta, Georgia 30060

or to such other address as the Association may from time to time notify the Owners. All notices to Declarant shall be delivered or sent to Declarant at the above address or to such other address as Declarant may from time to time notify the Association. All notices to Club Owner shall be delivered or sent to Club Owner at the following address:

BK5523PG0464

Marietta Country Club, Inc.
510 Powder Springs Road, S.W.
Marietta, Georgia 30060

or to such other address as Club Owner 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.

ARTICLE XIII

HISTORIC PRESERVATION

13.01 PURPOSE. In order to preserve specific Civil War Military Earthworks located within the Development (hereinafter "Military Earthworks"), and to protect and Promote the Historic Archaeological value of the Development, certian lots as described in Section 13.03 of this Article XIII (hereinafter referred to as the "Subject Lots") shall be subject to the restrictions set forth by this Article XIII, in addition to any and all other provisions of this Declaration. The provisions of this Article XIII shall be applicable only to the Subject Lots. Every grantee of any interest in the Subject Lots, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article XIII.

13.02 COMMUNITY AWARENESS. The Association shall conduct a Community Awareness Program for the purpose of informing its members of the Historic and Archaeological resources located on the Property, and on the Country Club Property. This program will include tours of the Military Earthworks with discussions of the Civil War activities that occurred thereon. The results of an intensive Historic and Archaeological study will be disseminated to all members enumerating the value and usefulness of these cultural resources.

13.03 SUBJECT LOTS. The Military Earthworks on the Subject Lots as set forth on Exhibit "D" attached hereto are hereby deemed to be protected pursuant to the provisions of this Article XIII. The Subject Lots shall be those lots designated as Lots 24, 25, 27, 35, 36, 37, 39, 40, 41, 67, 68, 69, 84, 85, 86, 87 and 89 as described on Exhibit "D" attached hereto which description is hereby incorporated by this reference and made a part hereof.

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13.04 PRESERVATION. To preserve the physical and aesthetic appearance of each Military Earthwork, no grading, excavation, or filling of any nature, except as provided for in this article, shall be permitted on any of the Subject Lots. No dwelling or other structure shall be built closer than ten (10) feet to the Military Earthwork. To avoid damage to the Military Earthwork all clearing of trees, bushes or other vegetation shall be done by hand or using hand tools. During construction activities all Military Earthworks shall be encircled with a Silt Fence to protect them from accidental damage.

13.05 PERMITTED ENCROACHMENTS. The owner of any Subject Lot shall be permitted to encroach upon a Military Earthwork for the purposes of providing vehicular and pedestrian access to all portions of the lot, installing utility service lines to structures, installing fencing as approved by the Architectural Control Committee, grassing and landscaping the lot as approved by the Architectural Control Committee, installing necessary and adequate drainage for each Military Earthwork, and installing or providing all other normal, reasonable and customary services or amenities conducive to the residential occupation and use of the Lot. The impact of such encroachment shall be limited to that which results due to commonly accepted standards of sound engineering and contracting practices. Each such encroachment must be approved by the Architectural Control Committee in the same manner as an improvement to a lot as provided for in Article X of this Declaration. The Military Earthworks will be restored to its original contour upon completion, except in the event that the encroachment is for the purpose of vehicular access and such restoration would impair vehicular access to a residence constructed on the protected lot.

13.06 ENFORCEMENT. Any member of the Association or any member of the Cobb County Historic Preservation Commission may bring to the attention of the Association a suspected violation of this Article. The Association or its designee shall investigate the allegation of a suspected violation. If a violation is found to exist, the Association may take all such actions as are provided in Articles XI and XII for the enforcement of the provisions of this Declaration, including, but not limited to, the imposition of reasonable monetary fines, suspension of the use of recreational facilities located in the common areas, suspension of voting rights in the Association, or the institution of an action to recover sums due for damages, and/or for injunctive relief.

IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Declaration under

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seal, of the day and year first above written.

DECLARANT:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Notary Public, Cherokee County, Georgia
My Commission Expires June 25, 1991

N.P.
SEAL

1286 STILESBORO, L.P., a
Georgia Limited Partnership

By: _____
CURTIS DANIELL
General Partner

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 242 and 253, of the 20th District, 2nd Section, Cobb County, Georgia, and being an 86.69 acre tract of land designated "Subdivision Area" on that certain plat of survey for Marietta Country Club dated October 11, 1989, last revised October 24, 1989, prepared by Gaskins Surveying Co., John C. Gaskins, Georgia Registered Land Surveyor No. 2060, and being more particularly described as follows:

BEGINNING at the common corner of Land Lots 241, 242, 253 and 254, said district and section; thence running north 00 degrees 33 minutes 45 seconds east as measured along the westerly land lot line of Land Lot 242, said district and section for a distance of 2070.55 feet to a point located on the southwesterly right of way of Stilesboro Road (having a 70 foot right of way); thence running south 56 degrees 08 minutes 42 seconds east as measured along the southwesterly right of way of Stilesboro Road for a distance of 396.79 feet to a point; thence running south 51 degrees 39 minutes 35 seconds east as measured along the southwesterly right of way of Stilesboro Road for a distance of 305.74 feet to a point; thence running south 47 degrees 53 minutes 11 seconds east as measured along the southwesterly right of way of Stilesboro Road for a distance of 185.10 feet to a point; thence leaving said right of way and running thence south 42 degrees 06 minutes 49 seconds west for a distance of 99.30 feet to a point; thence running in a southwesterly direction along the arc of a curve an arc distance of 160.46 feet (said arc being subtended by a chord bearing south 45 degrees 29 minutes 43 seconds west a chord distance of 160.36 feet, and a radius of 1359.32 feet) to a point; thence running north 41 degrees 07 minutes 24 seconds west for a distance of 10.00 feet to a point; thence running in a southwesterly direction along the arc of a curve an arc distance of 44.12 feet (said arc being subtended by a chord bearing south 49 degrees 48 minutes 48 seconds west, a chord distance of 44.11 feet and a radius of 1349.32 feet) to a point; thence running south 50 degrees 45 minutes 00 seconds west for a distance of 120.00 feet to a point; thence running in a southwesterly, southerly and southeasterly direction along the arc of a curve an arc distance of 406.24 feet (said arc being subtended by a chord bearing south 15 degrees 52 minutes 30 seconds west, a chord distance of 381.61 feet and a radius of 333.70 feet) to a point; thence running south 19 degrees 00 minutes 00 seconds east for a distance of 170.00 feet to a point; thence running in a southeasterly direction along the arc of a curve an arc distance of 195.00 feet (said arc being subtended by a chord bearing south 13 degrees 03 minutes 22 seconds east a chord distance of 194.65 feet and a radius of 939.83 feet) to a point; thence running south 85 degrees 48 minutes 32 seconds east for a distance of 222.09 feet to a point; thence running south 00 degrees 59 minutes 55 seconds west for a distance of 578.64 feet to a point; thence running south 28 degrees 09 minutes 57 seconds east for a distance of 169.05 feet to a point; thence running south 12 degrees 38 minutes 49 seconds east for a distance of 180.64 feet to a point; thence running south 26 degrees 00 minutes 54 seconds east for a distance of 61.78 feet to a point; thence running south 11

degrees 10 minutes 31 seconds east for a distance of 65.00 feet to a point; thence running south 11 degrees 42 minutes 47 seconds west for a distance of 200.00 feet to a point; thence running in a southeasterly direction along the arc of a curve an arc distance of 10.00 feet (said arc being subtended by a chord bearing south 77 degrees 08 minutes 37 seconds east a chord distance of 10.00 feet and a radius of 250.53 feet) to a point; thence running south 76 degrees 00 minutes 00 seconds east for a distance of 180.00 feet to a point; thence running in an easterly and northeasterly direction along the arc of a curve an arc distance of 221.83 feet (said arc being subtended by a chord bearing north 83 degrees 44 minutes 50 seconds east a chord distance of 217.24 feet and a radius of 313.78 feet) to a point; thence running north 63 degrees 29 minutes 40 seconds east for a distance of 42.17 feet to a point; thence running in a northeasterly direction along the arc of a curve an arc distance of 45.71 feet (said arc being subtended by a chord bearing north 69 degrees 33 minutes 50 seconds east, a chord distance of 45.62 feet and a radius of 215.75 feet) to a point; thence running north 06 degrees 30 minutes 44 seconds west for a distance of 345.00 feet to a point; thence running north 03 degrees 42 minutes 44 seconds east for a distance of 410.98 feet to a point; thence running south 84 degrees 17 minutes 22 seconds east for a distance of 453.28 feet to a point; thence running south 08 degrees 12 minutes 02 seconds east for a distance of 254.23 feet to a point; thence running south 29 degrees 30 minutes 38 seconds east for a distance of 245.06 feet to a point; thence running south 56 degrees 22 minutes 34 seconds east for a distance of 240.18 feet to a point; thence running south 06 degrees 45 minutes 47 seconds west for a distance of 314.19 feet to a point; thence running south 80 degrees 27 minutes 41 seconds west for a distance of 392.48 feet to a point; thence running south 87 degrees 35 minutes 13 seconds west for a distance of 120.92 feet to a point; thence running north 81 degrees 17 minutes 13 seconds west for a distance of 126.33 feet to a point; thence running south 80 degrees 27 minutes 41 seconds west for a distance of 236.94 feet to a point; thence running north 16 degrees 44 minutes 52 seconds west for a distance of 187.34 feet to a point; thence running in a westerly and northwesterly direction along the arc of a curve an arc distance of 147.76 feet (said arc being subtended by a chord bearing north 87 degrees 38 minutes 09 seconds west, a chord distance of 146.74 feet and a radius of 363.78 feet) to a point; thence running north 76 degrees 00 minutes 00 seconds west for a distance of 180.00 feet to a point; thence running south 14 degrees 00 minutes 00 seconds west for a distance of 130.00 feet to a point; thence running south 57 degrees 29 minutes 55 seconds west for a distance of 190.41 feet to a point; thence running in a southeasterly direction along the arc of a curve an arc distance of 92.77 feet (said arc being subtended by a chord bearing south 18 degrees 23 minutes 14 seconds east a chord distance of 92.62 feet and a radius of 471.46 feet) to a point; thence running south 12 degrees 45 minutes 00 seconds east for a distance of 250.00 feet to a point;

thence running in a southeasterly direction along the arc of a curve an arc distance of 81.67 feet (said arc being subtended by a chord bearing south 19 degrees 27 minutes 42 seconds east a chord distance of 81.49 feet and a radius of 348.61 feet) to a point; thence running north 63 degrees 49 minutes 35 seconds east for a distance of 170.66 feet to a point; thence running south 69 degrees 23 minutes 43 seconds east for a distance of 275.63 feet to a point; thence running south 39 degrees 52 minutes 23 seconds east for a distance of 107.06 feet to a point; thence running south 44 degrees 19 minutes 17 seconds east for a distance of 87.83 feet to a point; thence running south 74 degrees 35 minutes 39 seconds east for a distance of 255.22 feet to a point; thence running south 88 degrees 34 minutes 58 seconds east for a distance of 88.98 feet to a point; thence running south 81 degrees 18 minutes 55 seconds east for a distance of 121.35 feet to a point; thence running north 79 degrees 19 minutes 06 seconds east for a distance of 118.71 feet to a point; thence running north 46 degrees 07 minutes 53 seconds east for a distance of 74.05 feet to a point; thence running north 87 degrees 16 minutes 25 seconds east for a distance of 315.36 feet to a point; thence running south 05 degrees 56 minutes 49 seconds west for a distance of 352.60 feet to a point; thence running south 04 degrees 01 minutes 11 seconds west for a distance of 157.15 feet to a point; thence running south 05 degrees 06 minutes 08 seconds east for a distance of 253.54 feet to a point; thence running north 86 degrees 39 minutes 11 seconds west for a distance of 856.46 feet to a point; thence running north 58 degrees 44 minutes 48 seconds west for a distance of 169.61 feet to a point; thence running south 09 degrees 27 minutes 44 seconds west for a distance of 139.90 feet to a point; thence running south 14 degrees 50 minutes 20 seconds west for a distance of 149.67 feet to a point; thence running south 18 degrees 48 minutes 55 seconds west for a distance of 124.97 feet to a point; thence running south 10 degrees 50 minutes 20 seconds west for a distance of 124.24 feet to a point; thence running south 35 degrees 54 minutes 29 seconds west for a distance of 105.01 feet to a point located on the southerly land lot line of Land Lot 253, said district and section; thence running north 88 degrees 37 minutes 26 seconds west as measured along the southerly land lot line of Land Lot 253, said district and section, for a distance of 370.00 feet to a point; thence running north 06 degrees 57 minutes 42 seconds east for a distance of 234.04 feet to a point; thence running north 28 degrees 42 minutes 56 seconds west for a distance of 77.39 feet to a point; thence running north 01 degrees 40 minutes 56 seconds west for a distance of 671.27 feet to a point; thence running north 06 degrees 08 minutes 48 seconds east for a distance of 261.50 feet to a point; thence running north 65 degrees 34 minutes 23 seconds east for a distance of 122.41 feet to a point; thence running in a northwesterly direction along the arc of a curve an arc distance of 194.37 feet (said arc being subtended by a chord bearing north 26 degrees 43 minutes 10 seconds west a chord distance of 192.45 feet and a radius of 398.61 feet) to a point; thence running

north 12 degrees 45 minutes 00 seconds west for a distance of 250.00 feet to a point; thence running in a northwesterly direction along the arc of a curve an arc distance of 185.74 feet (said arc being subtended by a chord bearing north 25 degrees 22 minutes 30 seconds west a chord distance of 184.24 feet and a radius of 421.46 feet) to a point; thence running north 38 degrees 00 minutes 00 seconds west for a distance of 55.00 feet to a point; thence running south 54 degrees 15 minutes 28 seconds west for distance of 144.07 feet to a point; thence running south 38 degrees 01 minutes 48 seconds west for a distance of 117.72 feet to a point; thence running south 32 degrees 07 minutes 35 seconds west for a distance of 75.68 feet to a point; thence running south 35 degrees 43 minutes 12 seconds west for a distance of 100.00 feet to a point; thence running due east for a distance of 135.00 feet to a point located on the westerly land lot line of Land Lot 253, said district and section; thence running north 00 degrees 35 minutes 25 seconds east as measured along the westerly land lot line of Land Lot 253, said district and section, for a distance of 1190.46 feet to the common corner of Land Lots 241, 242, 254, and 253, said district and section, and the POINT OF BEGINNING.

LESS AND EXCEPT:
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 242 of the 20th District, 2nd Section, Cobb County, Georgia, and being an 0.39 acre tract of land designated "Landscape Area to Country Club" on that certain plat of survey for Marietta Country Club dated October 11, 1989, last revised October 24, 1989, prepared by Gaskins Surveying Co., John C. Gaskins, Georgia Registered Land Surveyor No. 2060, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the common corner of Land Lots 241, 242, 253 and 254, said district and section; thence proceed north 00 degrees 33 minutes 45 seconds east as measured along the westerly land lot line of Land Lot 242, said district and section, for a distance of 2052.61 feet to a point and corner; thence proceed south 56 degrees 08 minutes 42 seconds east for a distance of 386.36 feet to a point; thence proceed south 51 degrees 39 minutes 35 seconds east for a distance of 299.21 feet to a point, being the TRUE POINT OF BEGINNING; thence running south 51 degrees 39 minutes 35 seconds east for a distance of 5.45 feet to a point; thence running south 47 degrees 53 minutes 11 seconds east for a distance of 114.60 feet to a point and corner; thence running south 42 degrees 06 minutes 49 seconds west for a distance of 84.30 feet to a point; thence running in a southwesterly direction along the arc of a curve an arc distance of 131.16 feet (said arc being subtended by a chord bearing south 45 degrees 01 minutes 40 seconds west, a chord distance of 131.10 feet and a radius of 1289.32 feet) to a point and corner; thence running north 21 degrees 51 minutes 20 seconds west for a distance of 53.19 feet to a point and corner; thence running north 23 degrees 12 minutes 44 seconds east for a distance of 202.45 feet to THE POINT OF BEGINNING.

EXHIBIT "B"

TRACT ONE:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 242 and 253, of the 20th District, 2nd Section, Cobb County, Georgia, and being a 136.66 acre tract of land designated "Golf Course Area No. 1" on that certain plat of survey for Marietta Country Club dated October 11, 1989, last revised October 24, 1989, prepared by Gaskins Surveying Co., John C. Gaskins, Georgia Registered Land Surveyor No. 2060, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the common corner of Land Lots 241, 242, 253, and 254, said district and section; thence proceed north 00 degrees 33 minutes 45 seconds east as measured along the westerly land lot line of Land Lot 242, said district and section for a distance of 2070.55 feet to a point located on the southwesterly right of way of Stilesboro Road (having a 70 foot right of way); thence proceed along the southwesterly right of way of Stilesboro Road the following courses and distances: south 56 degrees 08 minutes 42 seconds east for a distance of 396.79 feet to a point; south 51 degrees 39 minutes 35 seconds east for a distance of 305.74 feet to a point; south 47 degrees 53 minutes 11 seconds east for a distance of 185.10 feet to a point being the TRUE POINT OF BEGINNING; thence running along the southwesterly right of way of Stilesboro Road the following courses and distances: south 47 degrees 53 minutes 11 seconds east for a distance of 278.65 feet to a point; south 52 degrees 34 minutes 44 seconds east for a distance of 96.14 feet to a point; south 58 degrees 17 minutes 47 seconds east for a distance of 99.39 feet to a point; south 64 degrees 21 minutes 51 seconds east for a distance of 94.01 feet to a point; south 69 degrees 10 minutes 32 seconds east for a distance of 93.23 feet to a point; south 73 degrees 02 minutes 49 seconds east for a distance of 268.89 feet to a point; south 73 degrees 46 minutes 07 seconds east for a distance of 828.61 feet to a point; south 73 degrees 06 minutes 11 seconds east for a distance of 190.02 feet to a point; south 69 degrees 59 minutes 41 seconds east for a distance of 167.45 feet to a point located at the intersection of the southwesterly right of way of Stilesboro Road with the westerly right of way of New Salem Road (having a 50 foot right of way); thence running along the westerly right of way of New Salem Road the following courses and distances: south 00 degrees 35 minutes 07 seconds east for a distance of 1215.48 feet to a point; south 02 degrees 27 minutes 45 seconds west for a distance of 1983.15 feet to a point; south 01 degrees 53 minutes 56 seconds west for a distance of 369.29 feet to a point located at the intersection of the westerly right of way of New Salem Road with the southerly land lot line of Land Lot 253, said district and section; thence running north 88 degrees 37 minutes 26 seconds west as measured along the southerly land lot line of Land Lot 253, said district and section for a distance of 1649.58 feet to a point and corner; thence running north 35 degrees 54 minutes 29 seconds east for a distance of 105.01 feet to a point; thence running north 10 degrees 50 minutes 20 seconds east for a distance of 124.24 feet to a point; thence running north 18

degrees 48 minutes 55 seconds east for a distance of 124.97 feet to a point; thence running north 14 degrees 50 minutes 20 seconds east for a distance of 149.67 feet to a point; thence running north 09 degrees 27 minutes 44 seconds east for a distance of 139.90 feet to a point and corner; thence running south 58 degrees 44 minutes 48 seconds east for a distance of 169.61 feet to a point; thence running south 86 degrees 39 minutes 11 seconds east for a distance of 856.46 feet to a point and corner; thence running north 05 degrees 06 minutes 08 seconds west for a distance of 253.54 feet to a point; thence running north 04 degrees 01 minutes 11 seconds east for a distance of 157.15 feet to a point; thence running north 05 degrees 56 minutes 49 seconds east for a distance of 352.60 feet to a point and corner; thence running south 87 degrees 16 minutes 25 seconds west for a distance of 315.36 feet to a point; thence running south 46 degrees 07 minutes 53 seconds west for a distance of 74.05 feet to a point; thence running south 79 degrees 19 minutes 06 seconds west for a distance of 118.71 feet to a point; thence running north 81 degrees 18 minutes 55 seconds west for a distance of 121.35 feet to a point; thence running north 88 degrees 34 minutes 58 seconds west for a distance of 88.98 feet to a point; thence running north 74 degrees 35 minutes 39 seconds west for a distance of 255.22 feet to a point; thence running north 44 degrees 19 minutes 17 seconds west for a distance of 87.83 feet to a point; thence running north 39 degrees 52 minutes 23 seconds west for a distance of 107.06 feet to a point; thence running north 69 degrees 23 minutes 43 seconds west for a distance of 275.63 feet to a point; thence running south 63 degrees 49 minutes 35 seconds west for a distance of 170.66 feet to a point and corner; thence running in a northwesterly direction along the arc of a curve an arc distance of 81.67 feet (said arc being subtended by a chord bearing north 19 degrees 27 minutes 42 seconds west, a chord distance of 81.49 feet and a radius of 348.61 feet) to a point; thence running north 12 degrees 45 minutes 00 seconds west for a distance of 250.00 feet to a point; thence running in a northwesterly direction along the arc of a curve an arc distance of 92.77 feet (said arc being subtended by a chord bearing north 18 degrees 23 minutes 14 seconds west, a chord distance of 92.62 feet and a radius of 471.46 feet) to a point and corner; thence running north 57 degrees 29 minutes 55 seconds east for a distance of 190.41 feet to a point; thence running north 14 degrees 00 minutes 00 seconds east for a distance of 130.00 feet to a point and corner; thence running south 76 degrees 00 minutes 00 seconds east for a distance of 180.00 feet to a point; thence running in a southeasterly direction along the arc of a curve an arc distance of 147.76 feet (said arc being subtended by a chord bearing south 87 degrees 38 minutes 09 seconds east, a chord distance of 146.74 feet and a radius of 363.78 feet) to a point and corner; thence running south 16 degrees 44 minutes 52 seconds east for a distance of 187.34 feet to a point and corner; thence running north 80 degrees 27 minutes 41 seconds east for a distance of 236.94 feet to a point;

thence running south 81 degrees 17 minutes 13 seconds east for a distance of 126.33 feet to a point; thence running north 87 degrees 35 minutes 13 seconds east for a distance of 120.92 feet to a point; thence running north 80 degrees 27 minutes 41 seconds east for a distance of 392.48 feet to a point and corner; thence running north 06 degrees 45 minutes 47 seconds east for a distance of 314.19 feet to a point and corner; thence running north 56 degrees 22 minutes 34 seconds west for a distance of 240.18 feet to a point; thence running north 29 degrees 30 minutes 38 seconds west for a distance of 245.06 feet to a point; thence running north 08 degrees 12 minutes 02 seconds west for a distance of 254.23 feet to a point and corner; thence running north 84 degrees 17 minutes 22 seconds west for a distance of 453.28 feet to a point and corner; thence running south 03 degrees 42 minutes 44 seconds west for a distance of 410.98 feet to a point; thence running south 06 degrees 30 minutes 44 seconds east for a distance of 345.00 feet to a point and corner; thence running in a southwesterly direction along the arc of a curve an arc distance of 45.71 feet (said arc being subtended by a chord bearing south 69 degrees 33 minutes 50 second west, a chord distance of 45.62 feet and a radius of 215.75 feet to a point; thence running south 63 degrees 29 minutes 40 seconds west for a distance of 42.17 feet to a point; thence running in a southwesterly, westerly and northwesterly direction along the arc of a curve an arc distance of 221.83 feet (said arc being subtended by a chord bearing south 83 degrees 44 minutes 50 seconds west, a chord distance of 217.24 feet and a radius of 313.78 feet) to a point; thence running north 76 degrees 00 minutes 00 seconds west for a distance of 180.00 feet to a point; thence running in a northwesterly direction along the arc of a curve, an arc distance of 10.00 feet (said arc being subtended by a chord bearing north 77 degrees 08 minutes 37 seconds west, a chord distance of 10.00 feet and a radius of 250.53 feet) to a point and corner; thence running north 11 degrees 42 minutes 47 seconds east for a distance of 200.00 feet to a point; thence running north 11 degrees 10 minutes 31 seconds west for a distance of 65.00 feet to a point; thence running north 26 degrees 00 minutes 54 seconds west for a distance of 61.78 feet to a point; thence running north 12 degrees 38 minutes 49 seconds west for a distance of 180.64 feet to a point; thence running north 28 degrees 09 minutes 57 seconds west for a distance of 169.05 feet to a point; thence running north 00 degrees 59 minutes 55 seconds east for a distance of 578.64 feet to a point and corner; thence running north 85 degrees 48 minutes 32 seconds west for a distance of 222.09 feet to a point and corner; thence running in a northwesterly direction along the arc of a curve an arc distance of 195.00 feet (said arc being subtended by a chord bearing north 13 degrees 03 minutes 22 seconds west, a chord distance of 194.65 feet and a radius of 939.83 feet) to a point; thence running north 19 degrees 00 minutes 00 seconds west

for a distance of 170.00 feet to a point; thence running in a northwesterly, northerly and northeasterly direction along the arc of a curve an arc distance of 406.24 feet (said arc being subtended by a chord bearing north 15 degrees 52 minutes 30 seconds east, a chord distance of 381.61 feet and a radius of 333.70 feet) to a point; thence running north 50 degrees 45 minutes 00 seconds east for a distance of 120.00 feet to a point; thence running in a northeasterly direction along the arc of a curve, an arc distance of 44.12 feet (said arc being subtended by a chord bearing north 49 degrees 48 minutes 48 seconds east, a chord distance of 44.11 feet and a radius of 1349.32 feet) to a point and corner; thence running south 41 degrees 07 minutes 24 seconds east for a distance of 10.00 feet to a point and corner; thence running in a northeasterly direction along the arc of a curve an arc distance of 160.46 feet (said arc being subtended by a chord bearing north 45 degrees 29 minutes 43 seconds east, a chord distance of 160.36 feet and a radius of 1359.32 feet) to a point; thence running north 42 degrees 06 minutes 49 seconds east for a distance of 99.30 feet to a point located on the southwesterly right of way of Stilesboro Road, and the POINT OF BEGINNING.

TRACT TWO:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 253 of the 20th District, 2nd Section, Cobb County, Georgia, and being a 22.46 acre tract of land designated "Golf Course Area No. 2" on that certain plat of survey for Marietta Country Club dated October 11, 1989, last revised October 24, 1989, prepared by Gaskins Surveying Co., John C. Gaskins, Georgia Registered Land Surveyor No. 2060, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the common corner of Land Lots 241, 242, 253 and 254, said district and section; thence proceed south 00 degrees 35 minutes 25 seconds west as measured along the westerly land lot line of Land Lot 253, said district and section for a distance of 1190.46 feet to a point, being THE TRUE POINT OF BEGINNING; thence running south 00 degrees 35 minutes 25 seconds west as measured along the westerly land lot line of Land Lot 253, said district and section, for a distance of 70.00 feet to a point; thence running south 00 degrees 34 minutes 35 seconds west as measured along the westerly land lot line of Land Lot 253, said district and section, for a distance of 501.32 feet to a point; thence running south 00 degrees 41 minutes 16 seconds east as measured along the westerly land lot line of Land Lot 253, said district and section, for a distance of 991.22 feet to the common corner of Land Lots 254, 253, 279 and 280, said district and section; thence running south 86 degrees 25 minutes 23 seconds east as measured along the southerly land lot line of Land

Lot 253, said district and section, for a distance of 241.10 feet to a point; thence running south 88 degrees 37 minutes 26 seconds east as measured along the southerly land lot line of Land Lot 253, said district and section, for a distance of 320.00 feet to a point and corner; thence running north 06 degrees 57 minutes 42 seconds east for a distance of 234.04 feet to a point; thence running north 28 degrees 42 minutes 56 seconds west for a distance of 77.39 feet to a point; thence running north 01 degrees 40 minutes 56 seconds west for a distance of 671.27 feet to a point; thence running north 06 degrees 08 minutes 48 seconds east for a distance of 261.50 feet to a point and corner; thence running north 65 degrees 34 minutes 23 seconds east for a distance of 122.41 feet to a point and corner; thence running in a northwesterly direction along the arc of a curve an arc distance of 194.37 feet (said arc being subtended by a chord bearing north 26 degrees 43 minutes 10 seconds west, a chord distance of 192.45 feet and a radius of 398.61 feet) to a point; thence running north 12 degrees 45 minutes 00 seconds west for a distance of 250.00 feet to a point; thence running in a northwesterly direction along the arc of a curve an arc distance of 185.74 feet (said arc being subtended by a chord bearing north 25 degrees 22 minutes 30 seconds west, a chord distance of 184.24 feet and a radius of 421.46 feet) to a point; thence running north 38 degrees 00 minutes 00 seconds west for a distance of 55.00 feet to a point and corner; thence running south 54 degrees 15 minutes 28 seconds west for a distance of 144.07 feet to a point; thence running south 38 degrees 01 minutes 48 seconds west for a distance of 117.72 feet to a point; thence running south 32 degrees 07 minutes 35 seconds west for a distance of 75.68 feet to a point; thence running south 35 degrees 43 minutes 12 seconds west for a distance of 100.00 feet to a point and corner; thence running due east for a distance of 135.00 feet to a point located on the westerly land lot line of Land Lot 253, said district and section, and the POINT OF BEGINNING.

TRACT THREE:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 242 of the 20th District, 2nd Section, Cobb County, Georgia, and being an 0.39 acre tract of land designated "Landscape Area to Country Club" on that certain plat of survey for Marietta Country Club dated October 11, 1989, last revised October 24, 1989, prepared by Gaskins Surveying Co., John C. Gaskins, Georgia Registered Land Surveyor No. 2060, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the common corner of Land Lots 241, 242, 253 and 254, said district and section; thence proceed north 00 degrees 33 minutes 45 seconds east as measured along the westerly land lot line of Land Lot 242, said district and section, for a distance of 2052.61 feet to a point and corner; thence proceed south 56 degrees 08 minutes 42 seconds east for a distance of 386.36 feet to a point; thence proceed south 51 degrees 39 minutes 35 seconds east for a distance of 299.21 feet to a point, being the TRUE POINT OF BEGINNING; thence running south 51 degrees 39 minutes 35 seconds east for a distance of 5.45 feet to a point; thence running south 47 degrees 53 minutes 11 seconds east for a distance of 114.60 feet to a point and corner; thence running south 42 degrees 06 minutes 49 seconds west for a distance of 84.30 feet to a point; thence running in a southwesterly direction along the arc of a curve an arc distance of 131.16 feet (said arc being subtended by a chord bearing south 45 degrees 01 minutes 40 seconds west, a chord distance of 131.10 feet and a radius of 1289.32 feet) to a point and corner; thence running north 21 degrees 51 minutes 20 seconds west for a distance of 53.19 feet to a point and corner; thence running north 23 degrees 12 minutes 44 seconds east for a distance of 202.45 feet to THE POINT OF BEGINNING.

ARCHITECTURAL CONTROL STANDARDS FOR MARIETTA COUNTRY CLUB ESTATES

PURPOSE

These Standards have been established in order to create and maintain a community of high esteem and visual harmony. Owners and builders are urged to study these Standards, as well as the full set of covenants to which these Standards are appended. The Standards listed here are based on the general intent of the Declaration of Covenants, Conditions, and Restrictions for Marietta Country Club Estates, but are not to be construed as a complete representation of these covenants.

PLAN APPROVAL PROCEDURE

The approval process begins by submitting to the Architectural Standards Committee, hereinafter "ASC", two sets of the following items in acceptable form. One set will be retained by the ASC and the other set, when stamped approved, will be returned to the builder/owner.

1. Architectural plans, showing the floor plan(s) and all elevations. All proposed changes in existing structures must be clearly marked. All elevations must show the approximate finished grade lines derived from the actual topography of the lot. Garages shall be side-entry unless approved otherwise.

2. Exterior finish schedule, indicating roofing materials, siding, brick, stucco, stone and all other exterior materials, finishes and textures. These may be noted on the architectural plans and elevations.

3. Site plan, with topo showing the location of the house, driveways, walks, retaining walls, and other structures, all clearly indicated in their appropriate location and to scale. Indicate areas to be landscaped and areas to be left natural. Prior to the preparation of the final site plan, the ASC will review the proposed house location as staked out on the site by the builder. Direct consultation between the builder/owner and the ASC on the site will expedite this process.

Final review of the above submittals will be documented by the ASC in writing and the builder/owner will receive a copy of the approval form and stamped plans.

Important Note:

No cutting of trees (other than for surveying or testing), clearing, ditching, storing of materials, construction or other work shall begin on any lot until the following steps have been completed:

(a) Builder has received a copy of the house approval form.

(b) Builder has received written staking approval from the ASC.

(c) Builder has received a copy of the approved site plan.

The Marietta Country Club Estates Homeowners' Association, the "Association", reserves the right to change, alter, and add to these Standards from time to time in its discretion.

The purpose and intent of the Association in requiring submission and approval of plans is to achieve harmony and aesthetic coordination of the Development, and to secure compliance with recorded restrictions and covenants. The contents of these Standards, and any actions of the Association or its agents, are not intended to be, and should not be construed to be, an approval of the adequacy, reasonableness, safety, or fitness for intended use, of submitted plans, materials or construction.

4. Exterior color schedule, indicating roofing colors, brick and mortar selection, paint and stain colors. This must be submitted to the ASC for approval prior to "drying in". The ASC may require samples of the above selections to be furnished by the builder/owner.

5. Landscaping Plan, indicating plant materials, quantities, and sizes, areas to be grassed with sod or seed, and areas to be treated naturally. This should be submitted to the ASC for approval after the house, driveway, and walkways are substantially complete. The ASC will provide a landscaping plan for a lot at the request of the builder/owner at the builder/owner's expense.

BK5523PG0479

ARCHITECTURAL GUIDELINES

1. All roofing materials shall be hand-split wood shakes, wood shingles, or asphalt shingles in colors and textures approved by the ASC. Samples may be required.

2. Siding materials shall be wood or hardboard lap siding and must be approved by ASC. Samples may be required.

3. All stone work shall be Gray Tennessee fieldstone laid with natural colored gray mortar.

4. All brick and mortar selections must be approved by the ASC. Samples will be required.

5. All stucco and "Dryvit" colors and textures must be approved by the ASC. All stucco must be painted.

6. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, siding, or stucco to compliment the house. If the siding is not stucco, stucco cannot be used to cover just the exposed foundations. Whatever exterior surface material is selected, e.g. brick, stucco, stone and siding, shall be used on all sides of the structure unless specific approval is given otherwise by ASC.

7. All metal windows, dorrs, louvers, and window screens must be anodized bronze or factory-finished in white.

8. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted approved colors. Place all roof stacks and plumbing vents on rear slopes of roof.

9. The location and design of all solar heat collectors must be approved by the ASC.

10. All exterior lighting must be approved by the ASC.

11. All proposed redecoration, additions, and alterations must be submitted to the ASC for approval, and written approval given before work is begun.

12. All fireplace chases must extend to finished grade.

BK5523PG0480

13. The Owner shall confine any and all construction, construction materials, and debris to his lot. Clearing debris (i.e., stumps, trees, rocks and trash) and construction materials shall be removed as often as necessary in order to keep house and lot in acceptable and presentable condition. Said debris shall not be dumped on any lot or area in the subdivision unless specifically approved by the ASC. The Owner must maintain the lot and house in an attractive manner until house is occupied. No trash shall be buried in such a manner as to endanger any trees remaining on the lot or neighboring lots.

LANDSCAPING GUIDELINES

1. No tree over six (6) inches in diameter (and no dogwood tree or redbud tree over two (2) inches in diameter) at a height of four (4) feet, shall be removed without the prior written consent of the ASC.

2. (a) Landscaping should relate to the existing terrain and natural features of the lot, utilizing plan materials native to the Southeastern United States. Front and side yards must be sodded with grass and/or treated naturally. Rear yards may be seeded.

   (b) Landscaping shall be professional in nature and execution, with a landscaping budget of at least 1.3% of the sales price of the home.

   (c) All road shoulders must be sodded from lot line to lot line. Width of sod along road shoulders should be approximately ten (10) feet wide.

   (d) Bushes planted close to the home shall be a minimum of three (3) gallon size.

3. All driveways and parking areas must be paved with materials approved by the ASC.

4. All fencing must be approved by the ASC regarding location and design. All fencing shall be of wood.

5. All mailboxes must be approved by the ASC.

6. All garbage and trash containers must be placed underground or in enclosed areas of the rear or side yard and must not be visible from adjoining lots, houses, or from any street.

7. All outdoor clothes drying activity is prohibited.

8. All air conditioning compressor units visible from the street shall be screened by approved fencing or planting of a density and height to effectively hide the unit.

9. All play equipment (including basketball goals) must be approved by the ASC. The location, design and colors of all tree houses must be approved by the ASC.

10. All tennis courts and swimming pools must be approved by the ASC.

11. Any decorative appurtenances such as sculptures, bird baths, fountains, gazebos, or other decorative embellishments which are visible from any street, adjoining houses or lots must be approved by the ASC.

12. All real estate or other signs must be approved by the ASC.

13. No recreational vehicles, motor homes, mobile homes, campers, boats or trailers may be parked on any lot.

PRESERVATION INVENTORY

LOCATION	ARCHEOLOGICAL RESOURCE
LOT 25	1 Large Rifle Pit
LOT 27	2 Medium Rifle Pits
LOT 35	A Portion of 1 Large Rifle Pit
LOT 36	1 Large Rifle Pit & A Portion of Another Large Rifle Pit
LOT 37	1 Large Rifle Pit
LOT 39	1 Small Rifle Pit & 1 Large Rifle Pit
LOT 40	1 Military Earthworks Entrenchment
LOT 41	1 Military Earthworks Entrenchment
LOT 67	1 Large Rifle Pit
LOT 68	1 Medium Rifle Pit & A Portion of A Military Earthworks Entrenchment
LOT 69	6 Small Rifle Pits & A Portion of A Military Earthworks Entrenchment
LOT 84	1 Military Earthworks Entrenchment & A Portion of Another Military Earthworks Entrenchment
LOT 85	1 Military Earthworks Entrenchment & A Portion of 2 Other Military Earthworks Entrenchments
LOT 86	1 Military Earthworks Entrenchment
LOT 87	1 Military Earthworks Entrenchment & 1 Large Rifle Pit
LOT 89	1 Military Earthworks Entrenchment

EXHIBIT "D"

HOLE #6	1 Military Earthworks Entrenchment
HOLE #13	1 Military Earthworks Entrenchment
HOLE #14	1 Small Rifle Pit
HOLE #15	A Portion of 1 Military Earthworks Entrenchment
HOLE #16	1 Medium Rifle Pit, 2 Small Rifle Pits, 2 Complete Military Earthworks Entrenchments (Segment "E" & "D") and A Portion of 1 Military Earthworks Entrenchment (Segment "F")

EXHIBIT "D"