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STATE OF GEORGIA

COUNTY OF FULTON

GEORGIA COUNTY CLERK
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JUANITA HICKS
CLERK, SUPERIOR COURT

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR WESTMINSTER AT CRABAPPLE SUBDIVISION

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WESTMINSTER AT CRABAPPLE SUBDIVISION is made this 1st day of October, 1995, by WESTMINSTER HOMES LIMITED, a Georgia corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the fee simple owner of a portion of that tract or parcel of land lying and being in Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Submitted Property"); and

WHEREAS, the Declarant or others intends to develop on the Submitted Property a subdivision to be known as "Westminster at Crabapple" (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Declarant desires to enhance the value and provide for the uniform development of the Subdivision;

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property and such portions of the "Annexation Property" (as hereinafter defined) as the Declarant hereby elects from time to time to make subject hereto, shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, restrictions and easements, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors and assigns.

ARTICLE I
DEFINITIONS

The following terms, when used herein, shall have the meaning ascribed thereto below:

- 1.1 "Annexation" shall mean the process by which the "Annexation Property" is made subject to this Declaration pursuant to Article X.
- 1.2 "Annexation Property" shall mean the tract or tracts or parcel or parcels of land made subject to this Declaration by an amendment or amendments of this Declaration pursuant to the terms of Section 9.2.1.
- 1.3 "Architectural Control Committee" shall mean the committee established pursuant to Article V to supervise compliance with the "Design Standards."
- 1.4 "Articles" shall mean and refer to the Articles of Incorporation of the "Association," as amended from time to time.

1.5 "Assessment" shall mean and refer to an "Owner's" share of the charges, fees or other expenses from time to time assessed against an "Owner" by the "Association" in the manner herein provided.

1.6 "Assessment Year" shall mean the calendar year, with the first Assessment Year commencing on January 1 of the year immediately following the "Commencement Date."

1.7 "Association" shall mean Westminster at Crabapple Homeowners Association, Inc., a Georgia non-profit corporation, or any successor thereof, charged with the duties and obligations of the Association hereunder, its successors and assigns.

1.8 "Board" shall mean the Board of Directors of the Association, duly elected and acting pursuant to the Articles and "Bylaws."

1.9 "Bylaws" shall mean and refer to the Bylaws of the Association which have been adopted by the Board, as they may from time to time be amended.

1.10 "Commencement Date" shall mean the date designated by the Declarant, upon which "Lots" become subject to Assessments.

1.11 "Common Property" shall mean all real and all personal property in which the Association owns an interest for the common use and enjoyment of all the "Owners." Said interest or interests may include, without limitation, estates in fee, estates for a term of years, usufructs or easements.

1.12 "Declarant" shall mean and refer to: (a) Westminster Homes Limited, a Georgia corporation (herein referred to as the "Original Declarant"); or (b) any successor-in-title to the Original Declarant to all or some portion of the Submitted Property, provided such successor-in-title shall acquire such property for purposes of development or sale, and provided further, that in a written instrument, such successor-in-title is expressly designated as the Declarant hereunder by the grantor of such conveyance, which grantor shall be the Declarant hereunder at the time of such conveyance.

1.13 "Design Standards" shall mean the standards adopted, promulgated, amended, revoked and enforced by the Architectural Control Committee pursuant to Article V.

1.14 "Governmental Requirements" shall mean all laws, ordinances, rules, and regulations of any governmental authority, presently in effect or hereafter enacted, as amended from time to time.

1.15 "Lot" shall mean a parcel of land designated as a lot on a "Plat."

1.16 "Mortgage" shall mean any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

1.17 "Mortgagee" shall mean the holder of a Mortgage.

1.18 "Owner" shall mean the record owner (including the Declarant), whether one or more Persons or entities, of the fee simple title to any Lot; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the Person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

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

1.20 "Plat" or "Plats" means the subdivision plat or plats, with respect to the Submitted Property, to be recorded in the Office of the Clerk of the Superior Court of the county in which the Submitted Property is located and the subdivision plats which shall be recorded with respect to any portion of the Annexation Property which is made subject to this Declaration by Annexation.

1.21 "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.22 "Two-Thirds Vote" means a favorable vote by at least two-thirds (2/3) of the Owners who are present in person or by proxy and voting in accordance with the provisions of the Bylaws of the Association, this Declaration and/or applicable law.

1.23 "Structure" means: (a) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not of limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 1.23 applies to such change.

1.24 "Subdivision" means the Submitted Property.

ARTICLE II COMMON PROPERTY

2.1 Conveyance of Common Property.

2.1.1 The Declarant may from time to time convey real and personal property to the Association, or grant easements to the Association, at no expense to the Association and in accordance with this Article II, to be held by the Association as Common Property. The Association hereby covenants and agrees to accept from the Declarant, and shall be deemed to automatically accept, all such conveyances of Common Property. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain all entry features at the main entrance of the Subdivision, similar streetscapes located at other street intersections within the Subdivision, and all medians and cul-de-sac islands located in the Subdivision. The Association shall also maintain all property outside of Lots located within the Subdivision which was originally maintained by the Declarant. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision, where the Board has determined that such maintenance would benefit all Owners.

2.1.2 It is contemplated by the Declarant that the Declarant may convey to the Association Common Property for scenic and natural area preservation, recreational use and

landscape maintenance. The Declarant may, at the Declarant's sole discretion, modify, alter, increase, reduce and otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this Declaration at any time prior to conveyance of such Common Property to the Association.

The Declarant intends to assign its rights and delegate its duties and obligations to the Association in any or all agreements required by governmental authorities, or deemed necessary or appropriate by Declarant, in connection with the development of all or any portion of the real property submitted, or to be submitted, to the Declaration from time to time, including without limitation, utility easements, access easements, indemnification agreements, flood plain development agreements, detention pond maintenance agreements, lake maintenance agreements, and dam maintenance agreements. Upon such assignment, the Association shall assume and agree to perform all of the duties and obligations of the Declarant thereunder; and the Association shall hold the Declarant harmless from and against any liability arising under such instruments from and after the effective date of such assignment. Unless Declarant has assigned its rights and delegated its duties and obligations to the Association under any such agreement within three (3) years following the execution of such agreement, the assignment, delegation and assumption shall be automatically deemed to have occurred on the third (3rd) anniversary thereof.

2.1.3 In addition to the property described in Section 2.1.2, the Declarant may convey to the Association in accordance with this Section 2.1.3 such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Subdivision.

2.1.4 Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Submitted Property owned by the Declarant and designated as Common Property, future Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any third party, municipality or other governmental body, agency or authority.

2.2 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property, which right and easement shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit Persons who are not Owners to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right of the Association to permit Persons who are not Owners to use and enjoy part or all of the Common Property, includes the right of the Association to establish different categories of rights to use the Common Property, including varying rights for residents of the Subdivision, of adjoining subdivisions, and of others. The right and easement of enjoyment granted or permitted by this Section 2.2 is subject to suspension by the Association as herein provided.

2.3 Rights of the Association. The rights and privileges conveyed in Section 2.2 hereof shall be subject to the right of the Association acting through the Board to: (a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Property; (b) borrow money for the purpose of carrying out the activities of the Association, and maintenance of Common Property, and in aid thereof, with the approval of the Declarant (so long as the Declarant retains any title or estate in the Submitted Property) and a Two-Thirds Vote (excluding the Declarant), to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property

including Common Property and revenues from Assessments, user fees and other sources; (c) grant easements or rights-of-way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system; (d) with the consent of the Declarant (so long as the Declarant retains any title or estate in the Submitted Property) and a Two-Thirds Vote (excluding the Declarant), dedicate or transfer all or any part of the Common Property or interests therein to any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by the Declarant and a Two-Thirds Vote, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority; (e) charge reasonable fees in connection with the admission to and use of its facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes; (f) suspend, pursuant to Section 3.5, the voting rights of any Owner and the right of enjoyment granted or permitted by Section 2.2; (g) sell, lease or otherwise convey all or any part of its properties and interests therein; and (h) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof.

2.4 Types of Common Property. At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may, subject to the applicable Zoning Ordinance of the county in which the Submitted Property is located, designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or portion thereof may be used, and in such event, such real property or portion thereof shall not, without a Two-Thirds Vote and consent of the Declarant, be used for any different purpose or purposes.

2.5 Entrance Easements. It is contemplated that certain easements for the erection and maintenance of entrance monuments, subdivision signs, walls, fences and other structures intended to provide an attractive atmosphere or to provide privacy to Owners within the Subdivision will be reserved by the Declarant and may be set forth on plats of survey of the Subdivision recorded in the County Records. Such easements shall be perpetual in duration and shall include the right to erect, maintain, repair, replace and re-erect any such structures within the easement areas, as well as the right to plant grass, plants, flowers, shrubs and trees, to tend and garden the same, and to generally landscape the area within said easements to keep them clean, attractive and uniform in appearance for the benefit of all Owners within the Subdivision. Said easement areas shall be designated as such and all Owners taking title to any Lot upon which such an easement lies will take title subject to the easement rights set forth herein, as well as such rights as may be set forth in the deed conveying such easements to the Association.

2.6 Encroachment Easements. If any buildings or other improvements initially constructed by the Declarant, or by any builder who constructed the original dwelling, on any of the Lots, including without limitation any eaves, roof overhangs, balconies, siding, porches, or other structures which may be attached to the walls and roof of such buildings, and which may encroach onto or over or extend into the air space of any portion of the Common Property or any other Lot, or, conversely, if any

such improvements initially constructed on the Common Property encroach onto or over portions of any Lot, a valid easement for the encroachment, for surface and subsurface support thereof, and for the maintenance, repair and replacement thereof, shall exist so long as the encroachment exists.

2.7 Delegation of Use. Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the Bylaws, his right to use and enjoy the Common Property.

ARTICLE III THE ASSOCIATION

3.1 Purposes, Powers and Duties of The Association. The Association has been formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the inhabitants of the Subdivision. To the extent necessary to carry out such purpose, the Association: (a) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code; and (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.2 Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration.

3.3 Voting Rights. Each Owner shall be entitled to one (1) vote. If an Owner consists of more than one Person and only one of those Persons is present at a meeting of the Association, that Person shall be entitled to cast the vote of such Owner; however, if more than one of those Persons is present, such vote shall be cast in accordance with their unanimous agreement, and such agreement shall be conclusively presumed if any one of them purports to cast the vote of such Owner without protest being made forthwith by any of the others present at such meeting to the Person presiding over the meeting. If such Persons are unable to reach unanimous agreement as to how the vote of such owner shall be cast, no vote may be cast by such Persons. The Declarant shall be the sole Class B Member and shall be entitled to three (3) votes for each Lot owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership shall cease and be converted to Class A Membership at such time as Declarant no longer retains the right to appoint and remove members of the Board and officers of the Association pursuant to Section 3.8 below.

3.4 Board of Directors. The affairs of the Association shall be managed by the Board. The number of Directors and the method of election of Directors shall be as set forth in the Bylaws.

3.5 Suspension of Membership. The Board may suspend the voting rights of any Owner and the right of enjoyment of the Common Property of any Person who: (a) shall be subject to the "Right of Abatement" (as defined in Section 8.2) by reason of having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards within thirty (30) days after having received notice of the same pursuant to the provisions hereof; (b) shall be delinquent in the payment of any Assessments; or (c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of the Common Property. Such suspension shall be for the balance of the period in which such Owner or Person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in Subsection (c) of this Section 3.5, the suspension may be for a

period not to exceed sixty (60) days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

3.6 Termination of Membership. Membership shall cease only when a Person ceases to be an Owner.

3.7 Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the Owners shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles and the Bylaws.

3.8 Control by Declarant. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles or in the Bylaws, the Declarant hereby retains the right to appoint and remove any member or members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur: (a) December 31, 2005; (b) the date on which all of the Lots shall have been conveyed to Persons who have not purchased such Lots for the purpose of construction of a residence and resale of such Lot and residence; or (c) the surrender by the Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by the Declarant. Upon the expiration of the period of the Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section 3.8, such right shall automatically pass to the Owners, including the Declarant if the Declarant then owns one or more Lots. A special meeting of the Association shall be called at such time. At such special meeting the Owners shall elect a new Board which shall undertake the responsibilities of the Board and the Declarant shall deliver to the newly elected Board the books, accounts and records, if any, which the Declarant has kept on behalf of the Association. Each Owner by acceptance of a deed to or other conveyance of Lot vests in the Declarant such authority to appoint and remove directors and officers of the Association as is provided in this Section 3.8.

ARTICLE IV ASSESSMENTS

4.1 Covenant for Assessments and Creation of Lien and Personal Obligation. The Declarant, to the extent that the Declarant is an Owner, hereby covenants and agrees, and each Owner, jointly and severally, for himself, his heirs, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows: (a) to pay to the Association the annual Assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him; (b) to pay to the Association any special Assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him; (c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such Assessments are made to secure payment of such Assessments and any interest thereon as provided herein and costs of collection, including reasonable attorneys' fees; (d) that such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt or other instrument, except: (i) such liens for taxes or other public charges as are by applicable law made superior; and (ii) all deeds to secure debt given to

secure a loan the proceeds of which are used (A) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (B) to finance the construction, repair or alteration of Structures; (e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any Assessment thereafter assessed; and (f) that all annual and special Assessments (together with interest thereon as provided in this Declaration and costs of collection including reasonable attorneys' fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Lot or Lots as provided in this Declaration) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation for delinquent Assessments shall not pass to an Owner's successor-in-title unless expressly assumed by such successor. Upon the first sale of each and every Lot to an Owner who will individually or through tenants or assigns occupy a Lot, such sale to be made by the Declarant or by a builder who has purchased the Lot for the purpose of erecting a dwelling thereon, such Owner shall pay his prorated portion of the then present annual Assessment.

4.2 Purpose of Assessment. The Assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the inhabitants of the Subdivision, including, but not limited to, security services and systems, the acquisition, construction, improvement, maintenance and equipping of Common Property, the performance of all duties and obligations of the Association imposed upon or assumed by the Association (whether relating to the Common Property or other property), the enforcement of the Restrictions, the enforcement of the Design Standards, the payment of operating costs and expenses of the Association and the payment of all principal and interest when due on all debts owed by the Association. The funds necessary to cover any deductible or exclusion under an insurance policy purchased by the Association for losses, damages or claims made or incurred which pertain to the Common Property shall be raised through Assessments; provided, however, that any such deductible or exclusion shall not exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00).

4.3 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.4 Maximum Annual Assessment.

4.4.1 Beginning on the date of this Declaration (hereinafter referred to as the "Commencement Date") and continuing thereafter until January 1 of the year immediately following the Commencement Date, each Lot shall be subject to a maximum annual Assessment of Four Hundred Twenty and No/100 Dollars (\$420.00) per Lot. In the event that the Commencement Date falls on a day other than January 1, the annual Assessment for such year shall be prorated so that each Owner pays an annual Assessment proportional to the number of days remaining in the calendar year.

4.4.2 Commencing with the first Assessment Year and continuing thereafter, the maximum annual Assessment may be increased at any time and from time to time during each

Assessment Year ten percent (10%) or less above the annual Assessment for the previous Assessment Year without a vote of the Owners.

4.4.3 Commencing with the first Assessment Year and continuing thereafter, the maximum annual Assessment for each Assessment Year may, at any time and from time to time, be increased more than ten percent (10%) above the annual Assessment for the previous Assessment Year if such increase is approved by a Two-Thirds Vote.

4.5 Special Assessments for Working Capital Fund and Capital Improvements. In addition to the annual Assessments authorized by this Article IV, the Association may levy:

(a) upon the first sale of each and every Lot to an Owner who will individually or through tenants or assigns occupy a Lot, such sale to be made by the Declarant or by a builder who has purchased the Lot for the purpose of erecting a dwelling thereon, a special Assessment in an amount to be determined by the Declarant, but not to exceed one-sixth (1/6) of the maximum annual Assessment set forth in Section 4.4, above, which shall be collected at the closing of such sale for the benefit of the Association. This special Assessment shall be a one-time Assessment to be paid by the first (1st) Owner who will individually or through tenants or assigns occupy a Lot; and shall not be refundable by the Declarant or the Association to such Owner; and

(b) in any Assessment Year and with such frequency as the Association shall deem necessary, special Assessments for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property, provided that any such special Assessment shall have been approved by a Two-Thirds Vote.

4.6 Assessment Procedure.

4.6.1 The Board shall establish the annual Assessment for each Assessment Year at an amount not in excess of the maximum annual Assessment as determined by the provisions of this Article IV, and shall also establish the date during the Assessment Year on which the annual Assessment shall be due and payable (such date is hereinafter referred to as the "Due Date"). The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the Due Date written notice setting forth the amount of the annual Assessment and the Due Date. The annual Assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual Assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special Assessments which may be levied in accordance with the provisions of this Article IV.

4.6.2 All Owners shall be given written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Owners at which the Board shall propose taking action pursuant to Section 4.4.3 or Section 4.5. Such written notice shall specify under which Section or Sections the Board will propose action. For the purposes of this Section 4.6, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes shall constitute a quorum. If the quorum required by this Section 4.6.2 is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement, and the required quorum at such second meeting shall be fifty percent (50%) of the quorum required by the Bylaws for the first meeting. No such second

meeting shall be held more than sixty (60) days following the first meeting. ^A

4.7 Uniform Rate of Assessment. Both annual and special Assessments must be fixed at a uniform rate for all Lots.

^{10.00}
^{75.00} ^{percent}
4.8 Effect of Nonpayment of Assessments. Any annual Assessment which is not paid on or before the Due Date and any special Assessment which is not paid on or before the date set by the Board shall bear interest after the Due Date with respect to annual Assessments, or the date set by the Board with respect to special Assessments, at the lower of the highest legal rate of interest which can be charged or the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. In the event of default in the payment of any one or more installments of an Assessment, the Board may declare any remaining balance of the Assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any Assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including reasonable attorneys' fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot enforceable in accordance with the provisions of this Declaration.

4.9 Certificate of Payment. Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all Assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all Assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

4.10 Approval by Declarant. Notwithstanding anything to the contrary contained herein, no Assessment shall be made without the approval of the Declarant for so long as the Declarant has the right to appoint officers and directors of the Association.

4.11 Responsibility of Declarant. Notwithstanding any provisions of this Declaration (other than this Section 4.11), unless required as a matter of law, neither the Declarant, nor any builder who has purchased land from the Declarant for the purpose of erecting a dwelling thereon, shall at any time be subject to the Assessments described in this Article IV; however, the Declarant hereby agrees that until such time as the Declarant no longer has the right to appoint members to the Board of the Association, the Declarant will pay to the Association any deficit amounts not covered by the income of the Association (including income derived from Assessments) which are reasonably necessary to maintain the Common Property in a neat, attractive, and in addition, where such property is intended for recreational use, usable condition. In determining whether such a deficit exists, paper expenses, such as depreciation shall not be taken into consideration. Any such deficit amount required to be paid by the Declarant shall be treated as an Assessment and subject to the provisions of Section 4.8; provided, however, any lien for such an Assessment shall apply only to those Lots owned by the Declarant and/or any other builder which are subject to this Declaration, and the amount thereof shall be divided equally

among all such Lots. Beginning on the first day of the next month following the expiration of the Declarant's right to appoint members to the Board of the Association, the Declarant and/or any builder owning a Lot which is part of the Submitted Property shall be subject to an annual Assessment in an amount equal to one-fourth (1/4) of the full annual Assessment being paid by all other Owners. In addition and notwithstanding anything to the contrary herein, the Declarant may contribute Assessments due from it in services or materials or a combination of services and materials, rather than in money. The amount by which monetary Assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors. The Declarant shall have the right but not the obligation to lend funds to the Association if the monetary or in-kind Assessments are, together with all other Assessments and sources of funds then available to the Association, insufficient to permit the Association to meet its current operating budget. All such loans shall be on terms and conditions satisfactory to the Declarant, with the interest rate payable thereon not to exceed two (2) percentage points in excess of the "prime rate" publicly announced by Trust Company Bank, Atlanta, Georgia, from time to time. All such loans may be repaid by the Association out of its working capital reserves, including without limitation the special Assessments made under Section 4.5 hereof.

ARTICLE V ARCHITECTURAL CONTROL

5.1 Architectural Control Committee - Creation and Composition.

5.1.1 The Architectural Control Committee shall consist of not less than three (3) nor more than five (5) individuals; provided, however, that the Architectural Control Committee shall always have an uneven number of members. Notwithstanding anything to the contrary contained herein, all members of the Architectural Control Committee shall be appointed by the Declarant until the first to occur of: (a) December 31, 2005, or (b) the date upon which every Lot has been conveyed by the Declarant to a third party or parties (with the Declarant retaining no further interest or estate in the Submitted Property). Upon the expiration of the Declarant's right to appoint members of the Architectural Control Committee, all members of the Architectural Control Committee shall be appointed by the Board. All costs of operating the Architectural Control Committee shall be borne by the Association.

5.1.2 Each initial member of the Architectural Control Committee shall be appointed for a term expiring on December 31, 1996. Thereafter each member of the Architectural Control Committee shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the Architectural Control Committee by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the Architectural Control Committee shall continue to act and such vacancy shall, subject to the provisions of Section 5.1.1, be filled by the Board at the earliest possible time. Any Architectural Control Committee member may resign at any time by giving written notice

of such resignation to the Chairman of the Architectural Control Committee and such resignation shall take effect on receipt thereof by the Chairman. Any member of the Architectural Control Committee may be removed at any time with or without cause by the Declarant (or the Board if at such time the Board has the right to appoint members of the Architectural Control Committee).

5.2 Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the Architectural Control Committee for approval: (a) as to whether the proposed installation, construction or alteration complies with the Design Standards and is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Subdivision; and (b) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

5.3 Officers, Subcommittees and Compensation. The members of the Architectural Control Committee shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the Architectural Control Committee as they shall from time to time determine necessary. The members of the Architectural Control Committee shall be reimbursed by the Association for traveling expenses and other out-of-pocket costs incurred in the performance of their duties as members of the Architectural Control Committee.

5.4 Operations of the Architectural Control Committee.

5.4.1 Meetings. The Architectural Control Committee shall hold regular meetings at least once every three (3) months or more often as may be established by the Architectural Control Committee. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the Architectural Control Committee then in office. Regular and special meetings of the Architectural Control Committee shall be held at such time and at such place as the Architectural Control Committee shall specify. Notice of each regular or special meeting of the Architectural Control Committee shall be mailed to each member thereof (if such member has requested in writing that such notice be given to him) at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the Architectural Control Committee who signs a waiver of notice either before or after the meeting. Attendance of a member of the Architectural Control Committee at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the Architectural Control Committee, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the Architectural Control Committee present at any regular or special meeting

thereof at which a quorum is present shall constitute the act of the Architectural Control Committee. In the absence of a quorum, any member of the Architectural Control Committee present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The Architectural Control Committee shall maintain both a record of votes and minutes for each of its meetings. The Architectural Control Committee shall make such records and minutes available at reasonable places and times for inspection by Owners. Any action required to be taken at a meeting of the Architectural Control Committee, or any action which may be taken at a meeting of the Architectural Control Committee, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the Architectural Control Committee and be filed within the minutes of the proceedings of the Architectural Control Committee. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the Architectural Control Committee.

5.4.2 Activities. (a) The Architectural Control Committee shall adopt and promulgate the Design Standards and shall, as required, make findings, determinations, rules, and orders with respect to the conformity with the Design Standards of plans and specifications submitted to the Architectural Control Committee for approval pursuant to the provisions of this Declaration. The Architectural Control Committee shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration; and (b) any two (2) or more members of the Architectural Control Committee may be authorized by the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority as may be specified by resolution of the Architectural Control Committee, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the Architectural Control Committee and upon any applicant for an approval, permit or authorization; subject, however, to review and modification by the Architectural Control Committee on its own motion or appeal by application to the Architectural Control Committee as provided in this Section 5.4.2. Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Architectural Control Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the Architectural Control Committee, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding. The Architectural Control Committee shall have the right, within any Design Standards adopted from time to time, to alter the time periods from those otherwise set forth in this Section 5.4.2.

5.5 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any lot nor shall any existing Structure upon any lot be altered in any way which materially changes the exterior appearance of the Structure or lot, unless two (2) sets of plans and specifications therefor shall have been submitted to and approved in writing by the Architectural Control Committee. Such

plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee in the Design Standards, including, but not limited to: (a) a site plan showing the location of all proposed and existing Structures on the Lot, including building setbacks, open space, driveways, walkways and parking spaces, including the number thereof; (b) a foundation plan; (c) a floor plan; (d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed; (e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and (f) plans for landscaping and grading.

✓ 5.6 Approval of Plans and Specifications. The Architectural Control Committee will make the final approval decision in writing based on siting, exterior elevations, materials and details. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, one copy of such plans and specifications, as approved, will remain for permanent record with the Architectural Control Committee, and one approved set of plans and specifications bearing such approval, in writing, together with any conditions imposed, will be returned to the applicant submitting the same to be retained as the "Applicant's Approved Set." Any changes or modifications made to the Applicant's Approved Set must be first submitted for the Architectural Control Committee's approval prior to construction of those changes. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter; provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

5.7 Disapproval of Plans and Specifications. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following: (a) the failure to include such information in such plans and specifications as may have been reasonably requested; (b) the failure of such plans or specifications to comply with this Declaration or the Design Standards; or (c) any other matter which, in the judgment of the Architectural Control Committee, would be likely to cause the proposed installation, construction or alteration of a Structure: (i) to fail to be in conformity and harmony of external design and general quality with the standards as set forth in the Design Standards; or (ii) to be in an incompatible location considering the topography, finished ground elevation and surrounding Structures. In any case in which the Architectural Control Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Control Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

✗ 5.8 Obligation to Act. The Architectural Control Committee shall take action on any plans and specifications submitted as

herein provided within thirty (30) days after receipt thereof. Failure by the Architectural Control Committee to take action within thirty (30) days after receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

5.9 Inspection Rights. Any employee or agent of the Association or the Architectural Control Committee may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section 5.9.

5.10 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Association. If the Board shall agree with the determination of the Architectural Control Committee with respect to the violation, then the Association shall have the rights set forth in Article VIII.

5.11 Certification of Compliance.

5.11.1 Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof or upon the Architectural Control Committee's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the Architectural Control Committee.

5.11.2 Any Certificate of Compliance issued in accordance with the provisions of this Section 5.11 shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article; provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the Architectural Control Committee of the actual construction of the Structures or the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

5.11.3 The issuance of a Certificate of Compliance with respect to any Structure shall in no way be construed to certify to any party that such Structure has been built in accordance with any Governmental Requirements.

5.12 Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of

inspections performed pursuant to this Declaration. The fee shall be established from time to time by the Architectural Control Committee and published in the Design Standards.

5.13 Nondiscrimination by Architectural Control Committee. The Architectural Control Committee shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the Architectural Control Committee in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

5.14 Liability for Defects. Neither the Declarant, the Association, members of the Board, officers of the Association, the Architectural Control Committee, nor any members or subcommittee members thereof, shall be liable in damages to anyone submitting plans and specifications for approval under the architectural control provisions, or to any Owner affected by these Restrictions, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications. Every person who submits plans or specifications for approval agrees by the submission of same, and every Owner agrees, that he will not bring any action or suit against the Declarant nor any of the above-described parties responsible for operating the Association and enforcing the Restrictions to recover for any such alleged damages.

5.15 Declarant and Builders. The provisions contained in this Article shall not apply to the Declarant. In addition, said provisions shall not apply to any builder who acquires a lot from the Declarant for the purpose of constructing a dwelling thereon; provided, however, any such builder must submit to and have its plans and specifications approved by the Declarant. This Section 5.15 may only be amended with the prior written consent of the Declarant.

ARTICLE VI GENERAL COVENANTS AND RESTRICTIONS

6.1 Residential Use of Property. All lots shall be used for residential purposes only and no business or business activity shall be carried on upon any lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent the Declarant or any builder of homes in the subdivision from using any lot owned by the Declarant or such builder from using purpose of carrying on any business related to the improvement, construction, marketing and sale of the lots, including the use of a home as a model home, sales center, production office, construction office and marketing office. Provided further, private offices may be maintained by Owners in dwellings located on any of the lots so long as such is incidental to the primary residential use of the dwellings.

6.2 Single-Family Dwelling.

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

(b) All dwellings shall have the minimum square footage set forth below:

(i) "Ranch-style dwellings" shall contain a minimum of 1,850 square feet of living and/or heated areas, and

- (ii) "One and one-half (1 1/2) story dwellings" shall contain a minimum of 2,000 square feet of living and/or heated areas, and
- (iii) "Two (2) story dwellings" shall contain a minimum of 2,200 square feet of living and/or heated areas.

(c) In the event of a dispute or disagreement over what classification a particular dwelling falls within, the Declarant shall have the sole, exclusive, and absolute authority to resolve the dispute or disagreement. Once the Declarant has decided the classification, no change may be made to the classification without the written consent of the Owner of the affected Lot.

6.3 Walls and Fences. No fence or wall shall be erected, placed, or altered on any Lot, unless approved in writing by the Architectural Control Committee. No chain link fences shall be permitted at any time, except that the Declarant or the Association shall have the right to erect a chain link fence enclosing the water detention facilities for the Subdivision if required by Governmental Requirements. Any such chain link fence shall be painted black or green. The exposed part of retaining walls and foundations shall be made of brick, natural stone, landscaping timbers, railroad ties, stucco (parged or painted), painted concrete, Dryvit, or veneered with brick or natural stone.

6.4 Subdivision of Lots. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee. Otherwise, subdivision or combination of Lots is prohibited.

6.5 Terraces, Eaves, Etc. For the purpose of determining compliance or non-compliance with the building line and natural, undisturbed buffer requirements set forth on the Plat, terraces, cantilevers, patios, drainage facilities, detention ponds, lawn furniture and recreational equipment shall not be considered as a part of the Structure.

6.6 Garages. Garages may be attached or detached, but must be large enough to accommodate at least two automobiles, and garage interiors shall be sheetrocked and painted. All garages shall have doors. The Architectural Review Committee shall have the right, in its sole discretion, to grant waivers from the requirements of this Section.

6.7 Detached Buildings of Permanent Nature. Detached garages and other buildings of a permanent nature shall conform in exterior design and quality to the residence on each Lot. Permanent detached buildings placed on any Lot shall be located only behind the residence as such residence fronts on a street. For the purposes of determining compliance or non-compliance with these building line requirements, the provisions of Section 6.5 shall apply. Any such detached building shall be constructed concurrently with or subsequent to the construction of the residence on any Lot. Prior to commencing construction of any such detached building, the Owner shall obtain approval of the plans and specifications therefor from the Architectural Control Committee, as provided herein.

6.8 Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

6.9 Use of Outbuildings and Similar Structures. Except as otherwise provided in this Section 6.9, no Structure of a temporary nature shall be erected or allowed to remain on any Lot, unless approved in writing by the Architectural Control Committee, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be situated on any Lot, either temporarily or permanently, unless approved in writing by the Architectural Control Committee. Provided, however, that the Declarant and others engaged in construction on the Lots may use sheds or other temporary structures during construction for purposes of construction without the approval of the Architectural Control Committee, and may maintain temporary real estate offices for the sale of Lots or homes in the Subdivision, without the approval of the Architectural Control Committee. No fuel tanks shall be located on any Lot.

6.10 Completion of Construction. The Architectural Control Committee shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion, including landscaping, of any Structures not completed within one (1) year from the date of commencement of construction. Construction shall be deemed to commence on the date of issuance of the building permit.

6.11 Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

6.12 Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to other Owners.

6.13 Signs. No sign of any kind shall be displayed to the public view on any Lot except such signs as comply with the provisions hereof. The Declarant and builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any Lot in the Subdivision, the only signs permitted on his Lot will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to rent or sell said Lot of a type used by Brokers in the Atlanta metropolitan area, with the usual wording, such sign to be not more than four square feet in size. In the event any such sign is unsatisfactory to it, the Architectural Control Committee may, at its option, notify the Owner in writing, and the sign will be removed and will be replaced with a sign satisfactory to the Architectural Control Committee showing that the Lot or Lots are either for sale or for rent, the agent, and its or the Owner's phone number. The limitations of this Section 6.13 shall apply to signs of all types, including banners, signs on cloth, paper, cardboard or other materials.

6.14 Aesthetics and Screening. No window air conditioning units shall be visible from any street.

6.15 Antennae. Without the prior written consent of the Architectural Control Committee, no radio or television transmission or reception antennae shall be erected on any Lot, whether mounted on a residence or free standing, and no satellite dish antennae shall be permitted on any Lot.

6.16 Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, campers or other habitable motor vehicles of any kind, school buses, motorcycles, trucks or commercial vehicles over one-half (1/2) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on

any street or on any Lot, except such vehicles which are parked entirely within enclosed garages, unless such keeping, storing or parking is approved in writing by the Architectural Control Committee. Improperly parked vehicles may be towed at the owner's expense.

6.17 Garbage and Refuse Disposal.

6.17.1 No Person shall dump rubbish, garbage, or any other form of waste on any Lot or on the Common Property.

6.17.2 Except during approved construction, no Person shall burn rubbish, garbage, or any other form of waste on any Lot or on the Common Property.

6.17.3 Except for building materials employed during the course of construction of any Structure approved by the Architectural Control Committee, no lumber, metals, bulk materials or waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in the manner set forth in the Design Standards. If such waste or other material is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Architectural Control Committee.

6.17.4 If rubbish, garbage, or any other form of waste is being disposed of by being collected on a regular and recurring basis, sanitary containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to Persons making such a pick-up. At all other times such containers shall be installed underground or screened or enclosed in the manner set forth in the Design Standards.

6.18 Changing Elevations. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any Lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

6.19 Utility Facilities. The Declarant reserves the right to approve the necessary construction, installation and maintenance of underground utility facilities, including but not limited to water, storm water, telephone, gas, electricity, cable television and sewerage systems, which may be at variance with these Restrictions.

6.20 Off-Street Parking. Adequate off-street parking shall be provided by the Owner of each Lot for the parking of automobiles or other vehicles, including, without limitation, unlicensed vehicles. No Owner shall park his automobile, boat or other vehicle on the streets of the Subdivision as a matter of course. In addition, no commercial trucks or other commercial vehicles shall be stored on any Lot except while parked in an enclosed garage.

6.21 Buffers. Areas designated on the Plat as "Buffers" shall not contain Structures, except for: (a) uses permitted under Section 6.5; (b) any Structure of a type which may be developed under applicable building codes without the necessity for continuous footings (not to include pier pads for decks, solarium type structures or patios), which require inspections; and (c) development Structures required by engineering considerations for the Subdivision, such as detention ponds, underground utilities and the streets and driveways as shown on the Plat. Swimming pools shall not be constructed in the "Buffers."

6.22 Maintenance of Lots. Each Lot shall be maintained in a sightly and sanitary condition and grass and landscaping shall

be properly maintained. Such maintenance shall include without limitation the care and maintenance of any portions of the Lot labeled or used as drainage easements; provided, however, the Association shall be responsible for the cleaning, maintenance and repair of any Detention Ponds (labeled as such on any subdivision plats recorded with respect to all or any portion of the Submitted Property). Should any Owner fail or refuse to maintain his Lot in such condition, the Association shall be entitled to provide written notice to such Owner of the deficiencies in maintenance, as determined by the Association. If such deficiencies in maintenance are not corrected within thirty (30) days after receipt of such written notice by such Owner, the Association may, at the expense of the Owner, enter the Lot and perform such maintenance. The cost of such maintenance may be specially assessed against the Owner of such Lot, and the Association shall have lien rights therefor as in the case of other Assessments. The provisions of this Paragraph permitting the Association to perform maintenance and assess the cost thereof shall not apply to any Lots owned by the Declarant.

6.23 Entrance Monuments. The Declarant shall have the right to construct an entrance monument at the entrance to the Subdivision, without the prior approval of the Architectural Control Committee.

6.24 Clotheslines. No outside clotheslines placed on any Lot shall be visible from any adjacent Lot, Common Property or street.

6.25 Recreational Equipment. Recreational and playground equipment placed or installed on any Lot shall be located only behind the residence as such residence fronts on a street, unless otherwise approved in writing by the Architectural Control Committee. For Lots which are adjacent to two or more streets, recreational and playground equipment shall be screened so that the same is not visible from either street.

6.26 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may, as a condition or approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 6.27. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the Architectural Control Committee.

6.27 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the Architectural Control Committee of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure may be included in the Design Standards of the Architectural Control Committee.

ARTICLE VII EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.1 Easements.

7.1.1 The Declarant hereby expressly reserves to the Declarant, and its successors and assigns as the Declarant, forever, the right to create perpetual easements in, on, over and under any part of the Submitted Property for any purpose which the Declarant deems necessary, including, by way of example, and

not of limitation, the following: (a) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities; (b) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function; (c) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems with might change, obstruct or retard drainage flow; (d) the planting or replanting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and (e) maintenance of entrance monuments.

7.1.2 Each Owner and the Declarant (so long as the Declarant owns an interest or estate in the Submitted Property) shall have a nonexclusive and perpetual easement for access, ingress and egress of vehicular and pedestrian traffic over, across such roads and sidewalks located on the Submitted Property, as the same may exist from time to time. The rights granted herein are subject to relocation, reconstruction, repair and maintenance, to such an extent as the Declarant deems necessary or desirable, and are further subject to such nondiscriminatory and reasonable traffic regulations as the Declarant deems necessary or desirable for the safe and efficient flow of such traffic. In the event such roads are dedicated to the public use, the easement rights with respect thereto shall automatically terminate.

7.1.3 No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Submitted Property unless such easement has been assigned by the Declarant to the Association.

7.1.4 There shall be and is hereby reserved to the Declarant for so long as it retains its rights as the Declarant, a nonexclusive easement over all Lots and Common Property for a distance of ten (10) feet behind any Lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features and/or related landscaping.

7.1.5 There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping, and maintenance of entry features and similar streetscapes for the Subdivision, over and upon each Lot which is bounded by the right-of-way providing primary access to the Subdivision and every other Lot located at the corner of a street intersection. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and streetscapes and the right to grade the land under and around the entry features and streetscapes.

7.1.6 If any portion of an exterior wall of a residence is situated within three (3) feet of any adjoining Lot line, a valid easement shall and does exist, three (3) feet in width along the adjoining Lot and adjacent to the said Lot line, which easement may be used for the purpose of construction, reconstruction and maintenance of said exterior wall of a residence that is situated within three (e) feet from the nearest point of said easement. The Owner of any Lot subject to this easement shall not erect or build any structure upon or over said easement which will unreasonably interfere with the purposes of said easement.

7.1.7 For a period of three (3) years from the date of conveyance of each Lot, the Declarant reserves an easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

7.1.8 A right of entry on any Lot or Common Property is hereby granted to law enforcement officers, and fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

7.1.9 The Association by and through its employees, agents and contractors, is hereby granted an easement and right-of-entry through, over and upon each Lot for the purpose of discharging and performing any duty imposed, or exercising any right granted, by this Declaration, including but not limited to the duty or right of maintenance or replacement imposed upon either the Association or upon any Owner.

7.2 Entry. The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section 7.3. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 7.1. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or the Plat relating thereto.

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

ARTICLE VIII ENFORCEMENT

8.1 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by: (a) the Declarant so long as it is an Owner; (b) the Association; and (c) each Owner, his legal representatives, heirs, successors and assigns.

8.2 Right of Abatement.

8.2.1 In the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days

after the mailing of said written notice, then the Association shall have the "Right of Abatement." In addition, the Declarant and the Association shall have the Right of Abatement with respect to any violation which is the same as, or substantially similar to (as determined by the Declarant or the Association, in the exercise of their sole discretion), any previous violation committed by the same Owner or his family, without the necessity of again giving written notice of such violation.

8.2.2 The "Right of Abatement," as used herein, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section 8.2.2, and with the cost thereof, including the costs of collection and reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by law or eighteen percent (18%) per annum to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of this Declaration. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only: (a) such liens for taxes or other public charges as are by applicable law made superior; (b) the liens created under Article IV; and (c) all deeds to secure debt given to secure a loan the proceeds of which are used (i) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (ii) to finance the construction, repair or alteration of Structures.

8.3 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

8.4 Collection of Assessments and Enforcement of Lien.

(a) Any Assessments which are not paid when due shall be delinquent. Any Assessment due for a period of thirty (30) days shall incur a late charge equal to the greater of (i) ten percent (10%) of the overdue Assessment, or (ii) Ten Dollars (\$10.00). In the event that the Assessment remains due and unpaid for a period of sixty (60) days, the Association may bring either an action at law against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such Assessment, late charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

(b) As an additional remedy, but in no way as a limitation on the other remedies contained herein, if any Assessment, interest, cost or other charge is not paid as

required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Court House in Fulton County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Fulton County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of the Assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are hereby coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

(c) EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

8.5 No Waiver. The failure of the Declarant, the Association, the Owner of any Lot, or his legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE IX DURATION AND AMENDMENT

9.1 Duration. This Declaration and the Restrictions contained herein shall run with and bind the Submitted Property for a period of twenty (20) years from and after the date when this Declaration is filed for record in the Office of the Clerk of the Superior Court of the county in which the Submitted Property is located, after which time this Declaration and the Restrictions shall be automatically renewed for successive periods of ten (10) years; provided, however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this

Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the Office of the Clerk of the Superior Court of the county in which the Submitted Property is located, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a Two-Thirds Vote.

9.2 Amendments by Declarant.

9.2.1 During any period in which the Declarant retains the right to appoint and remove any directors and officers of the Association, the Declarant may amend this Declaration by an instrument in writing filed and recorded in the Office of the Clerk of the Superior Court of the county in which the Submitted Property is located, without the approval of any Owner or mortgagee; provided, however, that: (a) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Property as set forth in this Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by the Owners affected thereby; or (b) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section 9.2.1 shall be certified by the Declarant as having been duly approved by the Declarant, and 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.

9.2.2 Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 9.2.2 and further agrees that, if requested to do so by the Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Subdivision: (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration; (d) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; or (e) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

9.3 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 9.2 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 Owner; (b) at such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Owners. Such amendment must be approved by a Two-Thirds Vote; provided, however: (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee; and (ii) during any period in which the Declarant has the right to appoint and remove officers and directors of the Association, every amendment must

be approved by the Declarant; and (c) the agreement of the required percentage of the Owners and, where required, the Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided that the Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary 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.

ARTICLE X
ANNEXATION

10.1 Unilateral Annexation by Declarant.

10.1.1 As the owner thereof or, if not the owner, with the consent of the owner thereof, the Declarant shall have the unilateral right, privilege and option from time to time at any time until ten (10) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "B", attached hereto and by this reference made a part hereof, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the office of the Clerk of the Superior Court of the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

10.1.2 The rights reserved unto the Declarant to subject additional land to the Declaration shall not impose, and shall not be implied or construed to impose, any obligation upon the Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, the Declarant's reserved rights shall not obligate the Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by the Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

10.2 Other Annexation. Subject to the consent of the owner thereof and the consent of the Declarant, so long as the Declarant has an option to subject additional property to this Declaration as provided above, upon the affirmative vote of the Owners of a Two-Thirds Vote, the Association may annex other real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the office of the Clerk of the Superior Court of the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided therein.

ARTICLE XI
MISCELLANEOUS

11.1 Rights of First Mortgagees.

(a) First mortgagees of Lots in the Subdivision may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Association's Common Property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Despite any other provision of this Declaration which may be interpreted otherwise, it is expressly intended that no Owner or any other party have priority over any rights of the first mortgagee of a Lot pursuant to its mortgage or security deed in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Association Common Property.

(b) In addition to the rights of mortgagees elsewhere provided, each first mortgagee of a Lot, upon request, shall (i) be entitled to written notice from the Association of any default of an Owner in the performance of his obligations under this Declaration which is not cured within sixty (60) days; (ii) be entitled to attend and observe all meetings of Owners, but not meetings of the Board; (iii) be furnished copies of annual financial reports made to the Owners; and (iv) be entitled to inspect the financial books and records of the Association during reasonable business hours.

11.2 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

11.3 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

11.4 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

11.5 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

11.6 Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the Architectural Control Committee, an Owner, or any other Person, shall be in writing. All such notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents shall be deemed to have been duly given or made if either delivered personally or mailed by Certified Mail, Return Receipt Requested, addressed to the parties, at the addresses set forth below:

Declarant:	Westminster Homes Limited P.O. Box 669216 Marietta, GA 30066
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Owners:	Each Owner's Address as registered with the Association in accordance with the Bylaws or, if no address has been registered, at the Owner's Lot
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Any such notice, request, objection, waiver, rejection, agreement, approval, disclosure or consent shall be deemed received by the party to whom addressed on the date appearing on

the return receipt therefor. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been received by the other party shall constitute receipt of the notice, demand or request sent. Any item delivered by personal delivery shall be deemed received on the date of personal delivery.

11.7 No Liability. the Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other Person) in a court of law or otherwise, the Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that the Declarant shall have no such liability. Neither the board, the directors, the officers of the Association, nor the Declarant shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever of such board, directors, officers or the Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify, defend and hold harmless each of the board, directors, officers and the Declarant, and their respective devisees, legatees, heirs, executors, administrators, legal representatives, successors and assigns, in accordance with the provisions of the Bylaws. Nothing herein contained shall make responsible or subject to liability any successor to the Declarant by operation of law or through purchase of the Declarant's interest in the Submitted Property (or any part thereof) at foreclosure, sale under power, or by deed in lieu of foreclosure, for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the time such successor succeeded to the interest of the Declarant.

11.8 Indemnification. In accordance with Section 14-3-110 of the Georgia Nonprofit Corporation Code, and to the full extent allowed in Section 14-2-851 of the Georgia Business Corporation Code, and in accordance with the provisions contained therein, the Association shall indemnify every Person who was or is a party or who is threatened to be made a party to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that such Person is or was serving as a director or officer of the Association against any and all expenses, including attorneys' fees, imposed upon or reasonably incurred in connection with any action, suit, or proceeding, if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized (as provided in Section 14-3-110 of the Georgia Business Corporation Code) in a specific case upon a determination that indemnification of the Person is proper under the circumstances.

11.9 Partition. The Common Property shall remain undivided, and no Lot Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Subdivision and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Subdivision.

11.10 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against

perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

11.11 Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

11.12 Agreements. Subject to the prior approval of the Declarant, so long as the Declarant has an option to unilaterally subject additional property to this Declaration as provided in Article X above, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Subdivision or the privilege of possession and enjoyment of any part of the Subdivision.

11.13 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

11.14 Variances. Notwithstanding anything to the contrary contained herein, the Board or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Subdivision.

11.15 VA/HUD Approval. So long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article X, and so long as the Declarant has the power to elect and remove officers and directors of the Association, the following actions shall require the prior approval of the Veterans Administration ("VA") so long as the VA is guaranteeing any Mortgage in the Subdivision, and the Department of Housing and Urban Development ("HUD") so long as HUD is insuring any Mortgage in the Subdivision: annexation of additional property to the Subdivision, except for annexation by the Declarant in accordance with Article X, Section 10.1 hereof pursuant to a plan of annexation previously approved by the VA and HUD; dedication of Common Property to any public entity; and material amendment of the Declaration, Bylaws or Articles.

11.16 Constructive Notice. Each Owner, by his acceptance of a deed or other conveyance of a Lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned Owners of the property described in Exhibit "A" hereof, do hereby declare and consent, on behalf of the undersigned Owners, their successors and assigns, that from and after the date of this Declaration, such property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, all of which shall run with the title to such property and shall be binding upon all persons having any right, title, or interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

DECLARANT/LOT OWNER:

WESTMINSTER HOMES LIMITED, a Georgia corporation

By: _____

John C. Macauley
Its: President

Attest: _____

Kevin J. Macauley
Its: Secretary

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

Deborah S. Paul
Unofficial Witness
Kevin J. Macauley
Notary Public

Date of Execution by Notary

Public: _____

My Commission Expires: _____



[NOTARIAL SEAL]

My Commission Expires
April 26, 1995

LOT OWNER:

JOHN J. MACAULEY

[SEAL]

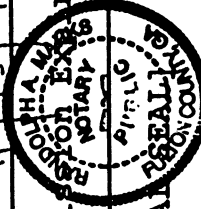
Signed, sealed and delivered
in the presence of:

Deborah S. Paul
Unofficial Witness
Kevin J. Macauley
Notary Public

Date of Execution by Notary

Public: _____

My Commission Expires: _____



[NOTARIAL SEAL]

My Commission Expires
April 26, 1995