

**DECLARATION OF PROTECTIVE COVENANTS****FOR****RIVER'S EDGE PLANTATION**

THIS DECLARATION is made on the date hereinafter set forth by Builders Interest Development Corporation, a Georgia corporation (hereinafter sometimes called "Declarant").

**BACKGROUND STATEMENT**

Declarant desires to subject the real property described in Article II, Section 1, hereof to the provisions of this Declaration to create a residential community and to provide for the subjecting of other real property to the provisions of this Declaration.

Declarant is the owner of the real property described in Article II, Section 1, of this Declaration (or, if not the owner, Declarant has obtained the written consent of the owner(s) to subject such property to this Declaration).

Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within River's Edge Plantation, the planned unit development made subject to this Declaration by the recording of this Declaration and amendments thereto. Declarant desires to provide a flexible and reasonable procedure for the overall development of River's Edge Plantation and the interrelationship of the association established pursuant to this Declaration, the component residential associations, if any, and the owners of commercial property within River's Edge Plantation. Declarant also desires to establish a method for the administration, maintenance, preservation, use, and enjoyment of the property that is now or hereafter subjected to this Declaration and certain other property described in this Declaration.

Declarant hereby declares that the real property described in Article II, Section 1, of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, ET SEQ.

Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof.

## Article I Definitions

Unless the context shall prohibit, certain words used in this Declaration shall have the definitional meaning set forth in Exhibit A, attached hereto and by reference made a part hereof.

## Article II Property Subject To This Declaration

Section 1. Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "B" attached hereto and by reference made a part hereof.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one (1) or more amendments to this Declaration, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided in Article IX.

## Article III Association Membership and Voting Rights

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership.

Section 2. Voting. Owners shall be entitled to one (1) vote for each Residence owned. When more than one (1) Person holds an ownership interest in any Residence, the vote for such Residence shall be exercised as those Owners themselves determine. In the event of a dispute, the vote shall be suspended if more than one (1) Person seeks to exercise it. Those Owners of property, if any, which is exempt from assessments as provided in Article IV, Section 11, hereof are Members of the Association and are subject to the provisions of this Declaration, but are not Owners of Residences and shall not, therefore, be entitled to vote.

Any Owner of a Residence not occupied by the Owner may, in the lease or other written instrument, assign the Owner's voting right appurtenant to that Residence to the Occupant, provided that a copy of such instrument is furnished to the Secretary within the time period prescribed by the Secretary. In the event of such assignment, the Occupant may vote the Owner's vote on all issues upon which the Owner would be entitled to vote.

An Owner's right to vote maybe suspended as provided in Article XI, Section 2, of this Declaration.

#### Article IV Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants in the Community, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Type of Assessments. Each Owner of any Residence, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) General Assessments; (b) Parcel Assessments, if applicable; (c) special assessments, such assessments to be established and collected as hereinafter provided in Article IV, Section 5; and (d) specific assessments against any particular Residence which are established pursuant to the terms of this Declaration, including, but not limited to, those assessments t established by Article IV, Section 10, and Article V, Section 2, hereof and reasonable fines as may be imposed in accordance with the terms of the Declaration and By-Laws. General Assessments shall be levied for Association Expenses determined by the Board to benefit all Owners and Occupants. General Assessments shall be allocated among all

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Residences in the Community. Parcel Assessments shall be levied against Residences in a particular Parcel where the Board has determined that certain Association Expenses benefit only that Parcel.

Section 3. Creation of Lien and Personal Obligation for Assessments. All assessments, together with late charges, interest at a rate equal to the lesser of eighteen (18%) percent or the maximum lawful rate, costs, and reasonable attorneys' fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Residence against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Residence at the time the assessment fell due. Each such Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Residence, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

General Assessments, Parcel Assessments, and other assessments as determined by the Board shall be annual assessments, even if they are to be paid in installments due more frequently than annually. Assessments shall be paid in such manner and on such dates as may be fixed by the Board, which may include, without limitation, acceleration, upon ten (10) days' written notice, of delinquent annual assessments. Unless otherwise provided by the Board, assessments shall be paid in annual installments.

Section 4. Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared and separate line items for Parcel expenses for each Parcel. The Association Expenses shall be allocated to each Residence as follows. The amount of all estimated expenses to be incurred for the sole benefit of a particular Parcel shall be determined for each Parcel and that portion of the total estimated Association Expenses attributable to a particular Parcel shall be allocated equally among the Residences in the Parcel and shall be levied as Parcel Assessments. The remaining Association Expenses shall be levied as General Assessments. The General Assessment to be levied against each Residence shall be in an equal amount for all Residences. The Board shall cause the budget and the

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assessments to be levied against each Residence for the following year to be delivered to each Residence Owner at least thirty (30) days prior to the end of the current fiscal year. The first annual budget shall be set by the Declarant. Thereafter, the Board may not impose a General Assessment per Residence which is more than one hundred ten (110%) percent of the General Assessment for the immediately preceding fiscal year without the consent of the Declarant (so long as the Declarant owns any property primarily for development and/or sale in the Community or subject to annexation by the Declarant to the Community) and the affirmative vote or written consent of at least a Majority of the total Association vote entitled to vote thereon (other than the Declarant so long as the Declarant's consent is required). For the purpose of the limitation on assessment increases contained in this Section, the term "General Assessment" shall be deemed to include the amount assessed against each Residence plus a pro rata allocation made in accordance with the method of allocating General Assessments of any amounts the Association received from the Declarant through any subsidy in effect for the year immediately preceding the year for which the assessment is to be increased. In the event that the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Limitations on increases in Parcel Assessments, if any, shall be contained in an amendment to the Declaration designating a particular portion of the Community as a Parcel.

Section 5. Special Assessments. In addition to the other assessments authorized herein, the Board may levy special assessments in any year. So long as the total amount of special assessments allocable to each Residence does not exceed Three Hundred (\$300.00) Dollars in any one (1) fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Residence to exceed this limitation shall be effective only if approved by a Majority of the total Association vote entitled to vote thereon (other than the Declarant so long as the Declarant's consent is required) and, so long as the Declarant owns any property primarily for development and/or sale in the Community or subject to annexation by the Declarant to the Community, the consent of the Declarant. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Special assessments shall be allocated among Residences in the same manner as General Assessments.

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Section 6. Lien for Assessments. All sums assessed against any property subject to this Declaration pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such property in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such property, except for (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of the county where the Community is located and all amounts advanced pursuant to such Mortgages and secured thereby in accordance with the terms of such instruments.

All other Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 7. Effect of Nonpayment of Assessments:  
Remedies of the Association. Any assessments which are not paid in full by the date specified by the Board, ("due date"), shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in such amount as the Board may from time to time determine. If the assessment is not paid when due, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association and its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting through the Board and on behalf of the Owners, shall have the power to bid at any foreclosure

sale or to acquire, hold, lease, mortgage, or convey foreclosed property.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of

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Common Property, or abandonment of the Residence. No diminution or abatement of any assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest and then to delinquent assessments.

The Board or its designee may compile a list of Owners who are delinquent in the payment of any assessment due the Association, which list may indicate, without limitation, the Owner, Residence and delinquent amount. Such list may be posted in a prominent place within the Community and/or be placed in a Community newspaper or newsletter after the Board has consulted with legal counsel regarding the specific form and content of such list.

Section 8. Date of Commencement of Annual Assessments. If Association Expenses exist, the annual assessments provided for herein shall commence as to each Residence on the first day of the month following the month in which such Residence comes into existence by virtue of a Certificate of Occupancy being issued therefore or otherwise. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 9. Assessment Obligation of Declarant; Subsidy Agreements. After the commencement of annual assessment payments as to any Residence, Declarant, on behalf of itself and its successors and assigns, covenants and agrees to pay the full amount of the assessments provided herein for each existing Residence that it owns. The Board is specifically authorized to enter into subsidy contracts with Declarant or other entities for the payment of some portion of the Association Expenses; provided, however, the Veterans

Administration shall be advised of and approve any form of subsidy contract entered into between the Declarant and Association if the Veterans Administration is guaranteeing any Mortgage in the Community. Such contract or contracts shall be for the benefit of and enforceable by the Association and its Members.

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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, (herein collectively called "in kind contribution"). 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 Board agree as to the value of any contribution, the value shall be as agreed. If the Board and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Board with a detailed explanation of the service performed and material furnished, and the Board 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 Board 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.

Section 10. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Residences for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Residences may be specifically assessed equitably among all of the Residences which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Residences, but which do not provide an equal benefit to all Residences, may be specifically assessed equitably among all



Residences according to the benefit received.

Section 11. Exempt Property. The following property shall be exempt from General Assessments, Parcel Assessments, and special assessments:

(a) all Common Property (such term as used herein shall not include property which is within any Residence regardless of whether or not the Association is obligated to maintain any such property);

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(b) the Club;

(c) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks; and

(d) all property owned by nonprofit organizations and restricted for use as private schools or churches; provided, however, the availability of the exemption for such nonprofit organizations is contingent upon prior approval by the Board.

#### Article V

#### Maintenance; Conveyance of Common Property by Declarant to Association

Section 1. Association's Maintenance Responsibility. 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. In addition, if the following property exists in the Community, the Association may, as determined by the Board, maintain part or all of such property, regardless of whether it is Common Property: Community hiking and biking trails; Community dock areas; grass and other landscaping along dedicated rights-of-way; grass and other landscaping along the Flint River; sedimentation ponds; Community theme fencing; Community entrance features; and lakes and dams.

The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Community, and to enter into easements and covenants to share costs agreements regarding such property where the Board has determined that this would benefit Owners. Such maintenance and provision of services shall, without limitation, include maintenance

of property within a particular Parcel or area of the Community if so required pursuant to an amendment to the Declaration executed by Declarant or pursuant to a contract entered into by the Association. The Association shall perform its obligations under the Declaration of Easements and Covenants to Share Costs, attached hereto as Exhibit "E" and by reference made a part hereof. Such activities shall not constitute discrimination within a class.

The foregoing maintenance costs shall be assessed as a part of the General Assessment, Parcel Assessments or specific

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assessments, as determined by the Board in accordance with this Declaration.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Section 2. Owner's Maintenance Responsibility. Each Owner shall maintain or cause to be maintained in a safe, clean, and attractive condition all property subject to this Declaration which is owned directly or indirectly by such Owner in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, exterior lighting, and maintenance facilities in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all governmental health and police requirements; repair of exterior damages to improvements; and, if applicable, striping of parking areas and keeping roads and parking areas in good repair. At the sole discretion of the Board, the Association may contract with any Owner to perform any of the Owner's maintenance responsibilities.

In the event that the Board determines that (a) any Owner or designee of the Owner, as designee is defined below, has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, invitees, or designee and is not covered or paid for by insurance, in whole or in part, then, the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner or designee written notice of the Association's intent to provide such

necessary maintenance, repair, or replacement, at the Owner's or the Owner's designee's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner or his designee shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such- maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such

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maintenance, repair, or replacement at the Owner's sole cost and expense and all costs shall be treated as a specific assessment against the Owner and the property owned by the Owner. If an Owner has designated an entity such as a condominium association or homeowners association to perform all or part of the maintenance required to be performed hereunder by such Owner for property owned directly or indirectly by such Owner and such entity has accepted such designation, either pursuant to a recorded declaration or otherwise, such entity shall be a designee of the Owner as such term is used above and the Association may, to the extent permitted by law, specifically assess such designee and the property owned or administered by such designee for all costs of correcting noncompliance with this Section.

Section 3. Party Walls and Party Fences. Each wall or fence built as a part of the original construction of the Residences which shall serve and separate any two (2) adjoining Residences shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall or fence may restore it, and if the other Owner or Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a

larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the

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decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal, action that either party may have against the other.

Section 4. Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its Members. Lakes and dams shall, without limitation, be included in the property that may be conveyed by Declarant and which shall be accepted by the Association. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any lake that may be conveyed.

#### Article VI

#### Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants; provided, however, certain of these use restrictions are not applicable to the Club as set forth in Section 26 of this Article. These use restrictions may only be amended in the manner provided in Article XIII, Section 4, hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete other

use restrictions and rules and regulations applicable to the Community. This authority shall include, but shall not be limited to, the right to limit the type and size of vehicles within the Community and to set the maximum and minimum speeds of vehicles on private streets within the Community and to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that Restrictions they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote thereon (other than the Declarant, so long as the Declarant's consent

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is required) and, so long as the Declarant owns any property primarily for development and/or sale in the Community or subject to annexation by the Declarant to the Community, the consent of the Declarant.

Section 2. Residential Use. All Residences shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Residence at any time except with the written approval of the Board. Leasing of a Residence shall not be considered a business or business activity. However, the Board may permit a Residence to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-Laws, does not create a disturbance and does not unduly increase traffic flow or parking congestion. The Board may issue rules regarding permitted business activities.

Section 3. Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the **Board of Directors**. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs, and "For Sale" and "For Rent" signs consistent with the Community-Wide Standard as well as any sign required by law or legal proceedings may be erected upon any Residence. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Residence as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 4. Vehicles. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers,

motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. Unless and except to the extent that the Occupants of a Residence shall have more vehicles than the number of parking areas serving their Residence all vehicles shall be parked within such parking areas. Where the Residence contains a garage, "parking areas" shall refer to the number of garage parking spaces. If the Residence includes a garage with exterior doors, such doors shall be kept closed at all times, except during times of ingress and egress froth the garage.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five

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(5) day period, such vehicle shall be considered a nuisance and may be removed from the Community. Any towed vehicle, boat, recreational vehicle, motor home, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than twenty-four (24) hours each shall be considered a nuisance and may be removed from the Community unless kept in a garage or other area designated by the Board. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

Section 5. Leasing. Residences may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall be in a form approved by the Board and shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

Section 6. Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any portion of the Community, with the exception that dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board may be permitted in a Residence; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants or the owner of any

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property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 8. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his, her or its property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant,

or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Residence unless required by law.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 10. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community including, without limitation, the Club, except such as is installed by the Declarant, or as is approved in

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accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Review Committee established by the Board. The Board may divide the Architectural Review Committee into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ for the Architectural Review Committee architects, engineers, or other Persons necessary to enable the Committee to perform its review. The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review which guidelines may provide for a review fee.

In the event that the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, the Club owner or an Owner, on their behalf and on



behalf of their successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance of and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on their behalf and on behalf of their successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in Article XIII, Section 1, hereof, record in the appropriate land records a notice of violation naming the violating Owner.

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Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Review Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Review Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time

the release is given.

Section 11. Antennas **(Deleted Sentence Here)**

No free standing antennas whatsoever shall be placed on any Residence, including, without limitation, satellite dishes. However, the Board reserves the right (but shall not be obligated ) to erect a master antenna, satellite dish or other similar master system for the benefit of one (1) or more Parcels or for the benefit of the entire Community. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

Section 12. Tree Removal. No trees shall be removed without the express consent of the Board or its designee, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees; or (c) for safety reasons.

Section 13. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No

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obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. Declarant shall notify the Owner of the Club before exercising rights pursuant to such reserved easement on or across any property which is part of the Club, and all activities related to the exercise of the easement must be coordinated so as to minimize the interference to the operations of the Club.

Section 14. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 15. Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from the view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks and trees removed from a building site on such building site. Trash, garbage, debris, trees, stumps, or other waste matter of any kind may not be burned within the Community except with the prior written approval of the Board or its designee and only in compliance with any applicable governmental regulations.

Section 16. Subdivision of Residence. No Residence shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to replat any Residence or Residences owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 17. Guns. The discharge of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types.

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Section 18. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Residence or the Club, without the prior written consent of the Board or its designee. The Board or its designee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a hog wire or barbed wire fence be approved.

Section 19. Lakes. This Section, Article XI, Section 5 of this Declaration, and rules, use restrictions and design guidelines issued by the Board or its designee shall govern the use of such lakes as may exist, if any, in the Community or such lakes as are made available for the use of all Owners and Occupants in the Community. However, such provisions and restrictions shall not apply to any lake located within the Club. Fishing shall be permitted so long as a license is obtained from the appropriate governmental authority. Ice skating, water skiing and swimming shall not be permitted. Except as may be approved by the Board or its designee, boats with internal

combustion motors shall not be permitted on any lake. Unless approved by the Board or its designee, no lake front Owner may construct a dock. Retaining walls and similar structures shall not be installed without the prior written approval of the Board or its designee.

Section 20. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 21. Air-Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed.

Section 22. Lighting. Except for seasonal Christmas decorative lights, all exterior lights must be approved by the Board or its designee.

Section 23. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved by the Board or its designee.

Section 24. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Board or its designee.

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Section 25. Above Ground Swimming Pools. Except as may be permitted by the Board or its designee, above ground swimming pools shall not be erected.

Section 26. Certain Use Restrictions Not Applicable to the Club. The following use restrictions set forth in this Article do not apply to and are not enforceable against the Club: Section 3. Signs; Section 10. Architectural Standards; Section 12. Tree Removal; Section 18. Fences; Section 22. Lighting; and Section 23. Artificial Vegetation, Exterior Sculpture, and Similar Items.

Article VII  
Insurance and Casualty Losses

Section 1. Insurance Obtained By Association. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property and any other insurable improvements which the Association is obligated to maintain under Article V, Section 1, hereof. The Association shall also have the authority, if required or permitted by an amendment to the Declaration or a contract entered into by the Association, and as required by the Declaration of Easements and Covenants to Share Costs attached hereto as Exhibit "E", to obtain insurance for other improvements, including Residences. This insurance shall, at a minimum, cover loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

The Association shall have no insurance responsibility for any part of the Club.

The Board shall obtain a public liability policy applicable to the Community covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars. If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance.

The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required

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hereunder through the Declarant and to reimburse the Declarant for the cost thereof, provided the Declarant is able to obtain such insurance coverage on a competitive basis, and the Declarant shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association and the Owners upon the Declarant and the Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by the Declarant in obtaining such coverage. Notwithstanding anything contained in this Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.

Premiums for all insurance shall be Association Expenses. The

policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefited parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed or otherwise authorized to do business in Georgia.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one (1) or more qualified Persons, at least one (1) of whom must be in the real estate industry and familiar with construction in the county where the Community is located.

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(e) The Association's Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be reduced in amount, cancelled,

subjected to nonrenewal, invalidated, or suspended on account of any one (1) or more individual Owners;

(iv) that no policy may be reduced in amount, cancelled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Board to cure the defect or to cease the conduct 'and the allowance of a reasonable time thereafter within which a cure may be effected by the Board, its manager, any Owner or Mortgagee:

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be reduced in amount, cancelled, subjected to nonrenewal, or substantially modified without at least ten (10) days' prior written notice to the Board.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and, if available, at reasonable cost (in the sole discretion of the Board), a fidelity bond or employees' dishonesty coverage on directors, officers, agents, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity or employees' dishonesty coverage, if obtained, shall be determined in the directors' best business judgment, but shall not be less than the maximum amount of Association funds expected to be on hand at any one (1) time and no less than the sum of three (3) months' assessments plus reserves. Such coverage, if obtained, shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and may not be reduced in amount, cancelled,

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subjected to nonrenewal, or substantially modified without at least ten (10) days' prior written notice to the Association. The Board shall also obtain construction code endorsements, boiler and machinery coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Federal Home Loan Mortgage Corporation, the Veterans Administration, the Federal Housing Administration, or the Federal National Mortgage Association.

Section 2. Insurance Obtained By Owners. By virtue of taking

title to a Residence subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of any Residence, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all risk casualty insurance on the Residence and all structures constructed thereon and a liability policy covering damage or injury occurring on a Residence. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, at the expense of the Owner, to acquire the insurance required to be maintained by the Owner if the Owner fails to provide a valid policy to the Association with a prepaid receipt on or before the expiration of any policy. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Unit as a specific assessment. The Association shall also have the authority, upon the consent of a majority of the Owners of the affected Residences, to obtain the insurance required by this Section for any Residences containing attached dwellings, if any, and to assess the costs thereof to the Owners of the benefited Residences.

Section 3. Property Insured By Association: Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized- agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or

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destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty allowing for any changes or improvements necessary to comply with applicable building codes

Any damage or destruction to property covered by insurance



written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the total Association vote entitled to vote thereon (other than the Declarant so long as the Declarant's consent is required), the Owner(s) of the damaged property, if any, and, so long as the Declarant owns any property primarily for development and/or sale in the Community or subject to annexation by the Declarant to the Community, the Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred and twenty (120) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners in proportion to the number of Residences owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction, If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat and attractive condition.

Section 4. Property Insured by Owners; Damage and Destruction. The damage or destruction by fire or other

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casualty to all or any portion of any improvement on a Residence shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter.

Alternatively, the Owner may elect to demolish all improvements on the Residence and remove all debris therefrom within seventy-five (75) days after such damage or destruction and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter maintain the Residence in a neat and attractive condition consistent with the Community-Wide Standard.

Section 5. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

#### Article VIII Condemnation

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Article VII, Section 2, above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

#### Article IX Annexation of Additional Property

Section 1. Unilateral Annexation By Declarant. As the owner thereof or, if not the owner, with the written consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until seven (7) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "C" attached hereto and by reference made a part hereof, to the provisions of this Declaration and the

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jurisdiction of the Association by filing for record an amendment to the Declaration describing the property being annexed. Any such annexation shall be effective upon the filing for record of such

amendment to the Declaration unless a later effective date is provided therein. This Declaration shall not preclude the annexation of property that, at the time that this Declaration is recorded, is not owned by Declarant and/or is improved with houses. Such property may, with the consent of the owner(s) thereof, be annexed by Declarant in accordance with the procedures set forth in this Section. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of the then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any real property annexed by Declarant. If improved property is annexed, the amendment to the Declaration annexing such property shall provide that the provisions of Article VI hereof and any rule, use restriction, or design guideline promulgated pursuant thereto may not be applied to cause the removal or alteration of any pre-existing condition that is otherwise prohibited by Article VI unless such condition constitutes a nuisance or unsightly or unkempt condition as provided in Article VI.

The rights reserved unto Declarant to subject additional land to the Declaration shall not impose any obligation upon 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, Declarant's reserved rights shall not impose any obligation on 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 Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2. Other Annexation. Subject to the consent of the owner thereof and, so long as the Declarant owns any property primarily for development and/or sale in the Community or subject to annexation by the Declarant to the Community, the consent of the Declarant, upon the affirmative vote or written consent of at least a Majority of the Association vote (other than the Declarant, so long as the Declarant's consent is required), the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record an amendment to the Declaration describing the property being annexed. Any such amendment to the Declaration shall be signed by the President

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and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such amendment to the Declaration, unless otherwise provided therein.

Article X  
Mortgage Provisions

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

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

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

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

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

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

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

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(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public

utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Residence (A decision, including contracts, by the Board or provisions of any amendment to the Declaration regarding assessments for Parcels or other similar areas shall not be subject to this provision where such decision or amendment to the Declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

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

(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Residence in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Residence.

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Section 5. Amendment by Board. Should the Veterans Administration, the Federal National Mortgage Association, or the

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

Section 6. Veterans Administration Approval. As long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article IX, the following actions shall require the prior approval of the Veterans Administration so long as the Veterans Administration is guaranteeing any Mortgage in the Community: annexation of additional property to the Community, except for annexation by Declarant in accordance with Article IX, Section 1 hereof pursuant to a plan of annexation previously approved by the Veterans Administration; dedication of Common Property to any public entity; and material amendment of the Declaration, By-Laws or Articles of Incorporation.

Section 7. Applicability of Article X. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

## Article XI Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between (a) each Residence and such portion or portions of the Common Property adjacent thereto, (b) as between adjacent Residences, (c) as between a Residence and the Club, or (d) as between the Common Property and the Club due to the placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Residence and the

adjacent portion of the Common Property, or as between each Residence

and the Club, or as between the Common Property and the Club, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

Section 2. Easements for Use and Enjoyment of Common Property. Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his property, subject to the following provisions:

(a) the right of the Board to charge reasonable admission and other fees for the use of any portion of the Common Property, including, without limitation, swimming pools, to limit the number of guests who may use the Common Property, to allow Persons who are not Members of the Association, such as Persons living or working in the vicinity of the Community, to use the Common Property on a regular or temporary basis and to charge or not charge a user fee therefore, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, Occupants, and invitees;

(b) the right of the Board to suspend the voting rights of an Owner and Occupant and the right of an Owner and Occupant to use the Common Property recreational facilities in the Community, if any, for any period during which any assessment which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, use restrictions, rules and regulations or design guidelines;

(c) the right of the Board to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Residence or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Residence or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Board to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall

not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Residence or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Residence or other property located within the Community.); and

(d) the right of the Board to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Association vote (other than the Declarant so long as the Declarant's consent is required) and, so long as the Declarant owns any property primarily for development and/or sale in the Community or subject to annexation by the Declarant to the Community, the Declarant.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall extend to the members of his family and guests. An Owner shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Residence, if leased.

The Board may alter the use of any Common Property upon the affirmative vote of a Majority of the Association vote (other than the Declarant so long as the Declarant's consent is required) and, so long as the Declarant owns any property primarily for development and/or sale in the Community or subject to annexation by the Declarant to the Community, the consent of Declarant. For example, and by way of illustration and not limitation, the Board may convert tennis courts into a basketball court or vice versa.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall not give any Owner the right of ingress or egress across any Residence to obtain access to such Common Property.

Section 3. Reserved Easements for the Provision of Services to the Community. There is hereby reserved to the Declarant, its successors and assigns and the Association blanket easements upon, across, above and under all property within the Community (excluding the Club) for access, ingress, egress, installation, repairing, replacing, maintaining, and removing rights-of-way, drainage facilities, floodway easements, and all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, and any other similar service such as, but not limited to, a master



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television antenna system, cable television system, video system, or security system which the Declarant or the Association might decide to have installed to serve the Community or any portion thereof. It shall be expressly permissible for the Declarant and its successors and assigns and the Association to install, repair, replace, maintain, and remove or to authorize the installation, repair, replacement, maintenance, or removal of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Declarant and its successors and assigns and the Association shall have full rights of ingress and egress at all times over all portions of the Community (excluding the Club) for the installation, operation, maintenance, repair, or removal of any of the foregoing utilities or services and shall have the right to remove any unauthorized obstruction placed in or on any of the foregoing easements that would, in the sole discretion of Declarant or its successors and assigns or the Association, interfere with the use of the above easements, or with the use, maintenance, operation, or installation of the foregoing utilities or services. In no event shall the foregoing prohibit paving or landscaping within such easements. Declarant and the Association shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public service companies, or relevant governmental authorities. All utilities installed within the above described easements shall be installed underground. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

ALL OWNERS, OCCUPANTS, GUESTS, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND ARCHITECTURAL REVIEW COMMITTEE ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, AND INVITEE ASSUME ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGE THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND ARCHITECTURAL REVIEW COMMITTEE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, OR INVITEE

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RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

Section 4. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XIII, Section 2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice, and the entering party shall be responsible for any damage caused. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event that the condition is not cured upon request by the Board.

Section 5. Easement for Lake Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the Declarant and its successors and assigns and the Association, across such portions of the Community, determined in the sole discretion of Declarant (or its successors and assigns) and the Association, as are necessary to allow for the maintenance of a lake(s), lakebed(s) and shoreline(s), if any, which are within the Community or which are made available for the use and enjoyment of Owners and Occupants within the Community. Such maintenance shall be performed adjacent to the lake(s), reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. In order to allow the exercise of the rights created pursuant to this easement, no tree or structure may be placed within fifteen (15) feet of the line formed by the highest normal pool elevation of any lake without the prior written approval of the Board or its designee.

Section 6. Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the Declarant, its successors and assigns, and the Association, across such portions of the Community as is necessary to allow for the maintenance required under Article V.

Section 7. Other Easements. The Declarant, the Association,

and their 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

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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 Declaration. The Declarant or the Association shall be responsible for leaving the property in good condition and repair following any work or activity undertaken in an Easement Area pursuant to this Section.

Section 8. Irrigation and Effluent Easements. There is hereby reserved to the Declarant and the Association a blanket easement: (a) to pump water from ponds, lakes and other bodies of water located within the Community excluding any lake or pond located totally within the Club, if any, for irrigation purposes; (b) to drill, install, locate, maintain and use wells, pumping stations, water towers, siltation basins and tanks and related water and sewer treatment facilities and systems within the Common Property, including within any portion of the recreational amenities, if any; and (c) to spray or locate any treated sewage effluent within the Common Property, including any portion of the recreational amenities, if any, or upon any Residence with the written permission of the Owner. Notwithstanding the above, neither the Declarant nor the Association shall pump water from the lakes adjacent to golf holes 5, 14, or 18 which are part of the Club without the prior written consent of the Owner of the Club, which consent shall not be unreasonably withheld.

Section 9. Easement for Golf Course. As to any Residence or Common Property which abuts any portion of the golf course, if any, which is part of the Club, there is hereby reserved for the benefit of the Owner of the Club an easement over that portion of the Residence or Common Property extending a distance of thirty-five (35) feet from the boundaries of the golf course; provided, however, (a) for Residences where the land constituting the Residence is less than eleven thousand two hundred fifty (11,250) square feet the easement shall be thirty (30) feet from the boundaries of the golf course, and (b) in the case of all Residences, the easement shall not extend further than the distance between the boundaries of the golf course and that wall of the Residence nearest the golf course boundaries. This easement shall be for the purpose of allowing users of such golf course to retrieve errant golf balls. There is hereby reserved for the benefit of the Owner of the Club the right, but not the obligation, to maintain such easement area in an attractive condition and to

landscape such area. Nothing contained in this Section shall in any way reduce the obligations imposed on the Owner of such Residence or the Association by any other provision hereof. No building, fence, wall, or other structure or improvement of any kind

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shall be erected or placed upon the easement without the written consent of the Architectural Review Committee and the Owner of the Club. All Owners, by acceptance of a deed therefore, assume all risks associated with errant golf balls and covenant not to make any claim or institute any action whatsoever (including claims or actions which could be brought through the Association) against any Person, including, without limitation, the Owner of the Club, the Declarant, or the Association as a result of errant golf balls or any damage which may be caused thereby.

## Article XII

### Certain Recreational Facilities Which Are Not Common Property

Section 1. General. Certain recreational facilities may be, but are not required to be, constructed by Declarant or another Person in the Community as the Club for the use of the Members of the Association and others. Unless conveyed to the Association, the Club shall not constitute Common Property. The Members of the Association shall have no ownership interest, proprietary interest, beneficial interest, or other vested interest in the Club and shall have no right to enter or to use the Club by virtue of being a Member of the Association.

Section 2. Operation of Club Facilities. No representations or warranties have been or are made by the Declarant or any other Person regarding the continuing ownership or operation of the Club, and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined into by the Declarant, the Owner of the Club and any Mortgagees of the Club. Further, the ownership or management and administration of the Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Club by/to a third party or entity, (b) the conversion of the Club membership structure to an equity club or similar arrangement whereby the members of the Club or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Club, (c) the conveyance, pursuant to contract, option, or otherwise, of the Club to one or more affiliates, shareholders, employees, or independent contractors of Declarant, or (d) the conveyance of the Club to the Association, with

or without consideration and subject or not subject to a Mortgage(s) or other encumbrance. No consent of the Association, any Parcel, the Board, or any Owner shall be required to effectuate a transfer to a Person other than the Association and none of the foregoing shall have any right of first refusal regarding such transfer.

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Section 3. Rights of Access and Parking. The Owner of the Club and its members (regardless of whether such members are Members of the Association), and their invitees, employees, agents, contractors, and designees shall at all times have a right and nonexclusive easement of access and use over all roadways located within the Community reasonably necessary to travel from/to the entrance within the Community to/from the Club and, further, over those portions of the Community (whether Common Property or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Club facilities and such easements are hereby reserved. Without limiting the generality of the foregoing, members of the Club and members of the public attending Club functions shall have the right to park their vehicles on the roadways located within the Community at reasonable times before, during, and after Club functions; provided, however, parking shall not be permitted on private streets or Residences without the consent of the owner of such street or Residence.

Section 4. Architectural Control. Neither the Association nor the Architectural Review Committee shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Community which is adjacent to the Club without giving the Owner of the Club at least fifteen 15 days' prior notice of its intent to approve or permit the same together with copies of the request therefore and all other documents and information finally submitted in such regard. The Owner of the Club shall then have fifteen (15) days to approve or disapprove the proposal in writing delivered to the Association or the Architectural Review Committee, stating in detail the reasons for any disapproval. The failure of the Owner of the Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Owner of the Club's right to object to the matter so submitted. This Section shall apply to any work on the Common Property.

Section 5. Amendments to this Article. This Article may be amended from time to time by Declarant without the necessity of obtaining the consent of any other Person for the purpose of designating the precise Club facilities described in this Article;

provided, however, no amendment to this Article shall be effective without the prior written consent of the Owner of the Club and any Mortgagee of the Club.

Section 6. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Club shall cooperate to the maximum extent possible in the operation of the Community and the Club. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains

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to maintenance and the design guidelines promulgated by the Architectural Review Committee. Except as specifically provided herein or in the By-Laws, the Association shall have no power to promulgate rules and regulations affecting activities on or use of the Club.

### Article XIII General Provisions

Section 1. Enforcement. Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the design guidelines, all as may be amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his, her, or its property within the Community, if any. The Board may impose fines or other sanctions against an Owner or Occupant, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or design guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Failure by the Board or any Owner or Occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, By-Laws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Residence or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any

erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions, or the design guidelines. Except in the case of emergency situations and towing, the Board shall give the violator ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorneys' fees actually incurred shall be assessed against the violator and shall be collected as provided for herein for the collection of assessments.

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Section 3. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of twenty (20) years after the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless such extension is disapproved by at least a Majority of the Association vote (other than the Declarant so long as the Declarant's consent is required) present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as Declarant owns any property primarily for development and/or sale in the Community or subject to annexation by the Declarant to the Community, the consent of Declarant. Such meeting or referendum must be held and a written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a ten (10) year renewal period. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Residences 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 the Residences subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Residences subject

to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article IX hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner or Occupant hereunder, nor shall it adversely affect title to the property of any Owner without the consent of the affected Owner or Occupant.

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In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a Majority of the total Association vote entitled to vote thereon (other than the Declarant so long as the Declarant's consent is required) and, so long as the Declarant owns any property primarily for development and/or sale in the Community or subject to annexation by the Declarant to the Community the consent of the Declarant. A meeting may be called (but shall not be required to be called) to consider and vote upon any amendment. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Notwithstanding the above, no provision of this Declaration may be amended so as to adversely affect the Club without the express written consent of the Owner of the Club and any Mortgagee of the Club, which consent may not be unreasonably withheld.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or By-Laws.

Section 5. Partition. The Common Property shall remain undivided, and no 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 Community, the written consent of all holders of all Mortgages encumbering any portion of the property located within the Community, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof, the consent of the Declarant.

Section 6. Gender and Grammer. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and



feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

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Section 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Preparer. This Declaration was prepared by Richard A. Bacon, Hyatt & Rhoads, P.C., 2400 Marquis One Tower, 245 Peachtree Center Avenue, N.E., Atlanta, Georgia, 30303.

Section 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.

Section 11. Indemnification. In accordance with Section 14-3-110 of the Georgia Nonprofit Corporation Code, and to the full extent allowed in Section 14-2-156 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 completed 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 14-2-156 of the Georgia Business Corporation Code) in a specific case upon a determination that indemnification of the person is proper under the circumstances.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be liable as members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account

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of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is available at reasonable cost, as determined in the sole discretion of the Board.

Section 12. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article IX terminates, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community (excluding the Club) as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "B" and Exhibit "C" to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community (excluding the Club); the right to tie into any portion of the Community (excluding the Club) with streets, driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or

installed in, on, under and/or over the Community (excluding the Club); the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices; provided, however, all easement rights with regard to the Club described in Exhibit "F" shall be governed by a separate, recorded easement agreement between the Declarant and the Owner of the Club. Declarant and any such builder or developer may use Residences or offices owned or leased by Declarant or such builder or developer as model Residences and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

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Section 13. Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association prior to the termination of the Declarant's right to appoint any of the directors of the Association shall contain a termination clause permitting the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than ninety (90) days' written notice.

Section 14. Books and Records. This Declaration, the By-Laws, the Articles of Incorporation, copies of rules and regulations, use restrictions, design guidelines, membership register, books of account, and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

The Board shall establish reasonable rules with respect to:

- (a) notice to be given to the custodian of the records;
- (b) hours and days of the week when such an inspection may be made; and
- (c) payment of the cost of reproducing copies of documents.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 15. Financial Statements. Financial statements reflecting the accounts of the Association shall be compiled annually in such manner as the Board may decide; provided, however, after having received the Board's financial statements at the annual meeting, the Owners, by a Majority of the total Association vote entitled to vote thereon, may require that the financial statements of the Association be audited as an Association Expense by a certified public accountant. Upon written request of any institutional holder

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of a first Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive audited financial statements within ninety (90) days of the date of the request.

Section 16. Notice of Sale or Lease. If an Owner sells or leases his or her Residence, the Owner shall give to the Board, in writing, the name of the purchaser or lessee of the Residence and such other information as the Board may reasonably require.

Section 17. Estoppel Certificate. Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's property and any violations of the Declaration, By-Laws, use restrictions, rules and regulations, or design guidelines by any Owner or Occupant of such property. Such certificate shall bind the Association with respect to the foregoing matters. The Association may require the advance payment of a processing fee not to exceed Twenty-five (\$25.00) Dollars for the issuance of each such certificate.

Section 18. Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community, except that no such agreements shall be binding as to the Declarant without the

written consent of the Declarant.

Section 19. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, the design guidelines 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,

Section 20. Use of Words "River's Edge Plantation." No Person shall use the words "River's Edge Plantation" in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed or promotional material without the prior written consent of the Association, and so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX hereof, the consent of the Declarant. However, Owners or Occupants may use the term

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"River's Edge Plantation" in printed or promotional matter where such term is used solely to specify that particular property is located within the River's Edge Plantation.

Section 21. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors, and Declarant for so long as Declarant has the right to appoint a majority of the members of the Board of Directors pursuant to Article III of the By-Laws, shall be authorized to grant individual variances from any of the provisions of this Declaration or the By-Laws, except the provisions of Article IV of the Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

IN WITNESS WHEREOF, the undersigned, have executed this instrument under seal this 31<sup>st</sup> day of March, 1989.

BUILDERS INTEREST DEVELOPMENT  
CORPORATION

By: Ss/ Steven [SEAL]

Title: President

Attest: Ss/ M. [SEAL]

Title: Asst. Secretary  
[CORPORATE SEAL]

Signed, sealed and delivered  
This 30<sup>th</sup> day of March, 1989,  
in the presence of:

Ss/ Pendleton

WITNESS

Ss/ Rowley

NOTARY PUBLIC

My Commission Expires: April 31, 1992

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EXHIBIT "A"

Definitions

The following words, when used in this Declaration or in any amendment of this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Articles of Incorporation" shall mean the Articles of Incorporation of River's Edge Plantation Community Association, Inc., as such document may be amended from time to time,

(b) "Association" shall mean and refer to River's Edge Plantation Community Association, Inc., a nonprofit, nonstock, membership corporation incorporated under the laws of the State of Georgia, its successors and assigns.

(c) "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and Parcel purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the

Declaration, the By-Laws, and the Articles of Incorporation.

(d) "Board of Directors" or "Board" shall mean the governing body of the Association, and the Board shall have such duties as are provided in the Declaration, the By-Laws, the Articles of Incorporation, and the Georgia Nonprofit Corporation Code.

(e) "By-Laws" shall refer to the By-Laws of River's Edge Plantation Community Association, Inc., attached to the Declaration as Exhibit "D" and incorporated therein by this reference, as such document may be amended from time to time.

(f) "Certificate of Occupancy" shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Residence.

(g) "Club" shall mean a portion of the Community which is privately owned and which is more fully described in Exhibit "F" and which may include a golf course, a club house, pool(s), tennis court(s) and all related and supporting facilities and improvements.

(h) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon,

now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, whether located within or outside the boundaries of the Community. The initial Common Property to be owned by the Association shall be conveyed to the Association by Declarant prior to the time that any Residence in the Community comes into existence. As is more fully provided in Article XII of the Declaration, certain property and recreational facilities that may be constructed within or in the vicinity of the community and which may be made available for use by Members of the Association and others for a fee may not ever be owned by the Association.. Unless conveyed to the Association, such property and facilities (and any other property not conveyed to the Association) shall not constitute Common Property.

(i) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto of all, or any portion of the real property described in Exhibit "C", attached hereto, as may be made by Declarant (or its Mortgagee or transferee, as provided in the Declaration) by an amendment of the Declaration; and (ii) such additions thereto of other real property as may be made by the Association by an amendment of the Declaration.

(j) "Community-Wide Standard" shall mean the standard of

conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association and by committees required or permitted to be established pursuant to the Declaration and By-Laws. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

(k) "Declarant" shall mean and refer to Builders Interest Development Corporation, a Georgia corporation, and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development and/or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "B", attached hereto, or in Exhibit "C", attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "B", attached hereto, and in Exhibit "C", attached hereto, which is now or hereafter

subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

(l) "Declaration" shall mean the Declaration of Protective Covenants for River's Edge Plantation, as such document may be amended from time to time.

(m) "Easement Area" shall refer to those areas on any Residence or any other portion of the Community with respect to which easements are shown on a recorded deed, easement agreement, or plat relating thereto.

(n) "General Assessments" shall mean assessments levied for Association Expenses determined by the Board to benefit all Owners and Occupants.

(o) "Majority" means those eligible votes, Owners, or other group as the context may indicate, totaling more than fifty (50%) percent of the total eligible number.

(p) "Member" shall mean a Person that is a member of the Association as provided in the Declaration.

(q) "Mortgage" means 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.

(r) "Mortgagee" shall mean the holder of a Mortgage.

(s) "Occupant" shall mean any Person occupying all or any portion of a Residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(t) "Owner" shall mean the record owner, whether one (1) or more Persons, of the fee simple title to any real property located within the Community, including contract sellers, but excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation and excluding contract purchasers.

(u) "Parcel" shall mean and refer to each separately designated residential area comprised of various types of housing initially or by amendment made subject to this Declaration. For example, and by way of illustration and not limitation, a condominium development, a townhouse development and single-family detached housing subdivision may all be designated as separate Parcels. If separate Parcel status is

desired, the Declarant shall designate in the amendment of the Declaration subjecting the property to the terms and conditions of this Declaration that such property shall constitute a separate Parcel or Parcels. In the absence of specific designation of separate Parcel status, all property made subject to this Declaration shall be considered a part of the same Parcel. The Board may also grant Parcel status to any area if so requested in writing by Owners holding at least seventy-five (75%) percent of the total vote entitled to vote thereon in such area.

(v) "Parcel Assessments" shall mean assessments for Association Expenses provided for herein or by any amendment of the Declaration which are incurred for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of only the Owners and Occupants of -the Parcel against which the specific Parcel Association is levied and of maintaining the properties within a given Parcel, all as may be specifically authorized from time to time by the Board of Directors.

(w) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(x) "Residence" shall mean a structure situated upon a portion of the Community intended for any type of independent use and occupancy as a residence by a single family. For example, each

single family detached home shall constitute a Residence; each condominium unit in a condominium development shall constitute a Residence; and each townhome or cluster home unit in an attached or semi-attached housing development shall constitute a Residence. The foregoing examples are set out by way of illustration and not in limitation of the term "Residence." Residence shall include all portions of the land owned as a part of the structure described above. A structure and the land owned as a part thereof shall not become a Residence until a Certificate of Occupancy has been issued therefore. The Owner of a Residence shall notify the Association or its designee immediately upon issuance of a Certificate of Occupancy for the Residence.

(y) "Secretary" means that officer of the Association designated as such pursuant to Article IV of the By-Laws.

1766g — 3/23/89