

Deed Book 44067 Pg 308
Filed and Recorded Dec-13-2006 03:17pm
2006-0414773
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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

THE WOODLANDS AT WEBB BRIDGE - THE PRESERVE

NOTWITHSTANDING THE ESTABLISHMENT OF THE WOODLANDS AT WEBB BRIDGE - THE PRESERVE HOMEOWNERS ASSOCIATION, INC. AND THE SUBMISSION OF THE PROPERTY TO THE TERMS AND CONDITIONS OF THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE WOODLANDS AT WEBB BRIDGE - THE PRESERVE, THE WOODLANDS AT WEBB BRIDGE - THE PRESERVE IS NOT A CONDOMINIUM AS DEFINED IN THE GEORGIA CONDOMINIUM ACT, O.C.G.A. § 44-3-70, ET SEQ.

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION BUT DOES NOT SUBMIT THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNER'S ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

THE WOODLANDS AT WEBB BRIDGE - THE PRESERVE

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE WOODLANDS AT WEBB BRIDGE - THE PRESERVE (the "Declaration"), made this 13th day of December, 2006, by Webb Bridge Development, LLC, a Georgia limited liability company ("WBD") and Beazer Homes Corp., a Tennessee corporation ("Declarant").

WITNESSETH:

WHEREAS, WBD is the owner of certain real property lying and being in Land Lot 1264 of the 2nd District, 2nd Section, of Fulton County, Georgia, said property being more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Declarant has entered into that certain Real Estate Purchase and Sale Agreement, by and between WBD and Declarant, dated May 11, 2005, to purchase the Property; and

WHEREAS, Declarant plans to develop, construct, and build on the Property a residential single-family townhome community; and

WHEREAS, Declarant has deemed it desirable to create an association for the purpose of maintaining and administering portions of the Property and the Improvements thereon, and administering and enforcing this Declaration, the By-Laws, and any rules and regulations promulgated hereunder, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant desires to subject the Property to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, each of which is for the protection and benefit of said Lots and the Property, and for the benefit of all subsequent owners of said Lots and Property, and each of which shall inure to the benefit of and run with each of said Lots; and

WHEREAS, WBD is a party to this Declaration for the purposes of consenting to this Declaration.

NOW, THEREFORE, WBD and Declarant hereby declare that the Property is hereby subjected to the provisions of this Declaration and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration and the

covenants, conditions, restrictions, easements, agreements, charges and liens hereinafter set forth. Every grantee of any interest in any Lot made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such Person and whether or not such Person shall otherwise consent in writing, shall take subject to all the terms and conditions thereof and shall be deemed to have assented to all of said terms and conditions of this Declaration.

ARTICLE I

DEFINITIONS

When used in this Declaration, the following terms shall have the following definitions unless the context hereby shall prohibit or otherwise require. All terms used herein shall apply to any gender and the singular or plural form as may be required by the context.

Section 1.1 "Amenities Easement Agreement" shall mean and refer to that certain Recreation and Parking Easement Agreement by and between Webb Bridge Road Associates, L.P. and The Woodlands at Webb Bridge Associates, L.P., dated March 21, 2002, and recorded in Deed Book 32097, Page 1, Fulton County, Georgia records.

Section 1.2 "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of The Woodlands At Webb Bridge - The Preserve Homeowners Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference, as may be amended from time to time.

Section 1.3 "Association" shall mean and refer to The Woodlands At Webb Bridge - The Preserve Homeowners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

Section 1.4 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.5 "Building" shall mean and refer to a building located on the Property containing two (2) or more Units.

Section 1.6 "By-Laws" shall mean and refer to the By-Laws of The Woodlands at Webb Bridge - The Preserve Homeowners Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference, as may be amended from time to time.

Section 1.7 "Common Property" shall mean and refer to the real and personal property, and the facilities and Improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 1.8 "Declarant" shall mean and refer to Beazer Homes Corp., a Tennessee corporation, its successors and assigns, provided that in the instrument or conveyance to any such successor and/or assign, such successor and/or assign is expressly designated as the "Declarant" hereunder, and such instrument shall be recorded in the Fulton County, Georgia records.

Section 1.9 "Declarant Control Period" shall mean and refer to the period of time during which Declarant is entitled to appoint and remove the members of the Board of Directors as provided in Section 3.2 of the By-Laws.

Section 1.10 "Improvements" shall mean and refer to all landscaping, utilities, lighting and other structures erected on the Community.

Section 1.11 "Lot" shall mean and refer to a portion of the Property reserved for the exclusive use of an Owner, and shall include the Unit built thereon, subject to the terms and provisions hereof, more particularly identified on the Plats.

Section 1.12 "Mortgage" shall mean and refer to any instruments used for the purpose of encumbering or conveying title to a Lot or any portion of the Property as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

Section 1.13 "Mortgagee" shall mean and refer to the holder, guarantor or insurer of any Mortgage.

Section 1.14 "Occupant" shall mean and refer to any Person staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year.

Section 1.15 "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot, but excluding those Persons having such interest merely as a security for the payment or performance of any obligation.

Section 1.16 "Person" shall mean and refer to any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

Section 1.17 "Plat" shall mean and refer to that certain plat or survey by which the Property is submitted to the terms and conditions of this Declaration; said plat being more particularly described as that certain plat of survey by Webb Bridge Development, LLC, and to be recorded in the Fulton County, Georgia records, as may be amended or revised from time to time.

Section 1.18 "Property" shall mean and refer to the real property, and each and every portion thereof, described on Exhibit "A," attached hereto and made a part hereof that has been

lawfully submitted to this Declaration, together with all Improvements now or hereafter located thereon.

Section 1.19 "Reciprocal Easement Agreements" shall mean and refer to that certain: (a) Reciprocal Easement Agreement by and between Webb Bridge Road Associates, L.P. and The Woodlands at Webb Bridge Associates, L.P., dated January 5, 2001, and recorded in Deed Book 29856, Page 82, Fulton County, Georgia records; (b) Amenities Easement Agreement; and (c) Cost Sharing and Temporary Use Right Agreement by and between The Woodlands at Webb Bridge Condominium Association, Inc. and Webb Bridge Development, LLC, dated February 27, 2006, and recorded in Deed Book 42029, Page 489, Fulton County, Georgia records.

Section 1.20 "Standards" shall have the meaning set forth in Section 6.4 herein.

Section 1.21 "Total Association Vote" shall mean and refer to all of the eligible votes attributed to members of the Association (including votes attributable to Declarant), and the consent of Declarant for so long as Declarant owns a Lot primarily for the purpose of sale.

Section 1.22 "Unit" shall mean and refer to the single-family physical structure or living unit actually built upon a Lot.

ARTICLE II

PROPERTY

Section 2.1 General. The Property shall consist of the real property described on Exhibit "A" and all Improvements now or hereafter located thereon. The improvements shall include Buildings which contain fifty-seven (57) Lots, paved drives, roads, utility systems, and other Improvements serving the Lots. Additionally, the Owners shall have certain rights and privileges to use amenities in neighboring communities, in accordance with and subject to the Amenities Easement Agreement.

Section 2.2 Reciprocal Easement Agreements. The Property is subject to the Reciprocal Easement Agreements.

ARTICLE III

PROPERTY RIGHTS

Section 3.1 Owner's Easement of Ingress and Egress. Each Owner and Occupant shall have an easement for ingress and egress upon and across any portion of the Common Property, which may be necessary to enable said Owner or Occupant to enter and/or exit his or her Lot either through the front or rear entrance, if applicable. This easement shall apply to all Owners and Occupants, their transferees, assigns, families, tenants, guests, licensees, agents, and invitees. This easement shall be appurtenant to and shall pass with title to every Lot, whether or not included in any deed, subject to the right of the Association to dedicate or transfer all or any part of the

Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as set forth in Section 3.2(d) hereof.

Section 3.2 Owner's Use and Enjoyment. Subject to the provisions herein, every member of the Association shall have a non-exclusive right and easement of use and enjoyment in and to the Common Property, including without limitation, the right of pedestrian and vehicular access, ingress and egress to and from his or her Lot over those portions of the Common Property from time to time designated for such purposes and the right to use any utility systems serving the Common Property and Lots, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) All provisions of this Declaration, the Plat, the Articles of Incorporation and the By-Laws;

(b) The right of the Association to adopt and publish rules and regulations governing the use of the Common Property, including, but not limited to, parking restrictions;

(c) The right of the Association to borrow money for the purpose of improving the Common Property or any portion thereof, for constructing, repairing or improving any facilities located or which may be located thereon, in accordance with Section 3.20 of the By-Laws, and to give as security a Mortgage conveying all or any portion of the Common Property. The lien and encumbrance of any such Mortgage, however, shall be subject and subordinate to all rights, interest, easements and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any security interest, regardless of when executed, and whether given by Declarant or any Owner;

(d) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by two-thirds (2/3) of the Total Association Vote. Notwithstanding anything contained herein, Declarant shall have the right to convey any easements which it deems necessary pursuant to Section 3.4;

(e) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be hereafter situated or constructed upon the Common Property, or for which the Owners have the right or privilege to use pursuant to the Reciprocal Easement Agreements, and to impose reasonable limits (and charges) on the number of guests who may use such recreational facilities;

(f) The right of the Board to suspend an Owner's voting rights and rights to use any recreation facilities within the Common Property or to which the Owners have the right or privilege to use pursuant to the Reciprocal Easement Agreements: (i) for any period during which any assessment of the Association against the Owner's Lot remains unpaid, and (ii) for any infraction of this Declaration or the By-Laws of the Association for the duration of the infraction. Notwithstanding the foregoing, the Board shall not have the right to limit access of Owners to their Lots, nor suspend utility service to the Lots; and

(g) The right of the Association to make additions, alterations or improvements to the Common Property, and to purchase any personal property as it deems necessary or desirable from time to time, provided, however, such additions, alterations or improvements shall be subject to the approval requirements set forth in Section 5.6 below. The cost and expense of any such additions, alterations or improvements to the Common Property, or the purchase of personal property, shall be a common expense. Notwithstanding anything to the contrary contained herein, so long as Declarant owns any Lot primarily for the purpose of sale, Declarant shall have the right to make any additions, alterations or improvements to the Common Property as may be desired by Declarant in its sole discretion from time to time, at Declarant's expense.

Section 3.3 Easement for Maintenance. The Association shall have a general easement across, through and under the Property, and all portions thereof, for maintaining the Property in accordance with the provisions of Article VII hereof.

Section 3.4 Easements Reserved for Declarant. Notwithstanding anything to the contrary contained herein, or in the Articles of Incorporation, By-Laws or the Standards (as hereinafter defined), if any, Declarant hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, upon, over and across any portion of the Property so long as Declarant owns any Lot primarily for the purpose of sale:

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

(b) For the construction of the Buildings and Units and development of the Lots;

(c) For the installation, construction, and maintenance of storm-water drains, including, but not limited to the landscape and maintenance of detention ponds, public and private sewers, and for any other public or quasi-public utility function;

(d) For use as sales offices, model homes and parking spaces in connection with its effort to market the Lots;

(e) For the maintenance of such other facilities, equipment, and marketing, directional or other signs or banners, and for carrying on such sales and promotional activities, as in the sole discretion of Declarant may be reasonably required, convenient or incidental to the completion, improvement and sale of the Lots; and

(f) For ingress and egress by vehicular and pedestrian traffic over the roadways within the Property.

Section 3.5 General Easement for the Association. The Association, in addition to the rights of the Association pursuant to Section 3.2 hereof, shall have a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including but not limited to, any manager employed by the Association and any employees of such manager to enter

upon the Property or any portion thereof in the performance of their respective duties and responsibilities, including those set forth in Section 7.1 hereof; said easement specifically includes, but is not limited to, the right to enter upon the Property or any portion thereof, including a Lot or a Unit, in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and upon reasonable advance notice to the Owner of the Lot directly affected thereby.

Section 3.6 Easement for Encroachment. There shall be a reciprocal appurtenant easement for the benefit of each Lot for encroachment and overhang between adjacent Lots, and between Lots and the Common Property adjacent thereto due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed or permissibly altered thereon, and intentional placement of the Improvements constructed, reconstructed or permissibly altered thereon to the extent originally constructed by Declarant for purposes of supporting other Units; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of any Owner, tenant or the Association. In the event that any Unit or other authorized improvement shall be partially or totally damaged or destroyed as a result of fire or casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachments between adjacent Lots, and Lots and the Common Property adjacent thereto, due to such repair or reconstruction, shall be permitted and valid easements for such encroachments and maintenance, repair and replacement thereof shall exist.

Section 3.7 Easement for Utilities. Declarant hereby establishes for the benefit of each Lot, a nonexclusive easement of access to and installation, maintenance, repair, replacement and use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving such Lot and situated in, on or under any other Lot or the Common Property. In the event that an Owner desires access to another Lot to install, maintain, repair or replace any utility pipe, wire, cable, conduit, utility line, flue or duct, that Owner shall contact the Owner of such other Lot at least two (2) days in advance of the date that access is needed and attempt to agree on a convenient date and time for access by the Owner and the Owner's contractors. Access in emergency situations shall be granted immediately upon request. Any Owner of a Lot to which access is needed under this Section shall not unreasonably withhold, condition or delay such access. Rights exercised pursuant to this easement shall be exercised with a minimum of interference to the quiet enjoyment of affected Lots, reasonable steps shall be taken to protect such Lots and the property of the Owners and Occupants thereof, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 3.8 Easement for Drainage. There is hereby reserved to Declarant and granted to the Association, a blanket easement across all Lots for creating and maintaining satisfactory storm water drainage in the Property; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the Unit. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. It is anticipated that increased storm water run off across downstream Lots will result from the construction of impervious surface within or adjacent to the Property. Declarant, the Association, or an Owner constructing according to plans and specifications approved under Article VI hereof shall not have any liability to any Owner due to the increased flow or increased velocity of surface water, nor for any pooling of water, resulting from approved construction within the Property.

Section 3.9 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval in accordance with the provisions of Article VI hereof. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Lot(s) with the consent of the Owner of the affected Lot(s).

ARTICLE IV

ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Membership. Every Owner shall be deemed a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot, and ownership of any Lot shall be the sole qualification for such membership. In the event that fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other Persons who hold an interest merely as security for the payment or performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more Persons, shall have more than one (1) membership per Lot. Nothing in this Section shall restrict the number of votes cast or the number of the officers and directors appointed by Declarant.

Section 4.2 Voting. Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in a Lot, the vote of such Lot shall be exercised as those Owners themselves determine and advise the secretary prior to any meeting or referendum. The vote attributable to a Lot shall be suspended in the event more than one (1) Person seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws or rules and regulations.

ARTICLE V

ASSESSMENTS

Section 5.1 Purpose of Assessments. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Lots, and may include, but shall not be limited to, the payment of management fees, administration expenses, utility charges, insurance premiums, maintenance, landscaping, repair costs, and establishing of reserve funds, community-wide trash collection, cleaning and janitor services, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and By-Laws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others, all as may be more specifically authorized from time to time by the Board of Directors. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The general assessment to be levied

against each Lot shall be an equal amount for all Lots. The Board shall cause the budget and the assessments to be levied for the year to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. Notwithstanding the foregoing, however, in the event of the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided, herein, the budget in effect shall continue. General 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 for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in equal monthly installments.

Section 5.2 Creation of Lien. Each Lot within the Property is hereby made subject to a lien and permanent charge in favor of the Association for general assessments or charges, specific assessments and charges, and special assessments or charges, as more specifically described herein. Each Lot hereafter made subject to this Declaration shall automatically be subjected to said lien and permanent charge at the time such Lot is made subject to this Declaration. Such general, specific, and special assessments shall be fixed, established and collected as hereinafter provided. There shall be an equitable charge and a continuing lien upon the Lot against which each assessment is made, and such permanent charge and lien shall bind such Lot and the successors in interest in such Lot while such successor holds an interest therein, unless otherwise provided herein. The lien for assessments shall also include, in addition to the general, specific, and special assessments as described herein, the following:

- (a) late charges as may be assessed in accordance with Georgia law;
- (b) interest at the rate of ten percent (10%) per annum;
- (c) costs of collection, including court costs, with expenses required for the protection and preservation of the Lot, and reasonable attorney fees or fees actually incurred; and
- (d) the fair rental value of the Lot from the time of the institution of an action until the sale of the Lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

The Association may enforce the lien created hereby in accordance with the provisions of Section 5.11 hereof.

Section 5.3 Personal Obligation of Assessments. Each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association general assessments or charges, specific assessments or other charges, and special assessments or charges, such general, specific and special assessments to be fixed, established and collected from time to time as hereinafter provided, and any Person who was the Owner of any Lot subject to assessment by the Association at a time when any assessment came due with respect to such Lot shall be personally obligated to pay such assessment, together with all other costs as allowed by Georgia law. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of the Lot, and each grantee of an Owner 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 the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings. No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, 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, then to late charges, then to interest and then to delinquent assessments. The personal obligation hereby created may be enforced by the Association in any appropriate proceeding in law or in law in equity. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required.

Section 5.4 Priority of Assessment Liens. The lien of the assessments as described in this Article shall be superior to all other liens and encumbrances of such Lot except only for:

- (a) the liens of ad valorem taxes;
- (b) the liens of any first priority Mortgage covering the Lot and the lien of any Mortgage recorded prior to the recording of this Declaration; and
- (c) the lien of any secondary purchase money Mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Lot.

Section 5.5 Date of Commencement of Assessments. Assessments shall commence in general when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a particular Lot on the date that the Lot is conveyed to an Owner other than the Declarant.

Section 5.6 Special Assessments. In addition to the general assessment authorized in this Article V, the Association may levy a special assessment, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Total Association Vote for any special assessment exceeding a sum equal to one (1) month's total assessments for common expenses payable by all the Owners, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) month's assessments for common expenses payable by all of the Owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Property, or any existing improvements or personal property associated therewith.

Section 5.7 Specific Assessments. The board shall have the power to levy specific assessments 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 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. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for

Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all the Lots which are benefited according to the benefit received; and (b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

Section 5.8 Initiation Assessment. Each purchaser of a Lot, other than Declarant, shall pay to the Association at the closing of the sale and resale of each Lot, a non-refundable initiation assessment in an amount as set by the Board from time to time. The initiation assessment shall not apply to: (a) any grantee who is the spouse or former spouse of the Owner; (b) any grantee which is a wholly-owned entity of the Owner; (c) any grantee to whom a Lot is conveyed by a will or through the law of intestacy; or (d) any grantee who obtains title pursuant to judicial or non-judicial foreclosure of any first Mortgage of record or secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Lot).

Section 5.9 Certificate. The Treasurer, or the manager of the Association shall, within five (5) days after written request therefor and upon payment of such fee as is from time to time determined by the Board, furnish to any Owner, a certificate in writing signed by an officer of the Association setting forth whether the assessments for which said Owner is responsible, have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. A fee of Ten Dollars (\$10) (or greater if permitted by Georgia Law) may be assessed for the issuance of such certificates. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessment therein stated to have been paid.

Section 5.10 Subordination of the Charge and Lien to Mortgages. The lien and permanent charge of all assessments authorized herein (including general, specific, and special) with respect to any Lot is hereby made subordinate to the lien of any first priority Mortgage or any purchase money second Mortgage placed on such Lot and to the lien of any Mortgage recorded prior to the recording of this Declaration. Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged property of his or her personal obligation to pay all assessments coming due at a time when he or she is the Owner of such Lot.

Section 5.11 Effect of Non-Payment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount to be not in excess of the greater of Twenty-Five Dollars (\$25) or ten percent (10%) of the amount of each assessment or installment thereof not paid when due, and, in addition thereto, shall also commence to accrue simple interest at the rate of ten percent (10%) per annum. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable. The Association, prior to the instituting of any action, judgment and/or foreclosure against the Owner and/or the Lot, shall first give to the Owner not less than ten (10) days written notice by certified mail, return receipt requested, at both the address of the Lot and at any other address or addresses which the Owner may have designated to the Association in writing. The notice shall specify the amount of the assessments then due and payable together with authorized late charges and interest accrued thereon. Thereafter, the lien

may be foreclosed by the Association by an action, judgment and foreclosure in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same.

ARTICLE VI

ARCHITECTURAL STANDARDS

Section 6.1 General. In order to preserve the natural setting and beauty of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the value of the Property, the Lots and all Improvements shall be subject to the restrictions as set forth in this Article VI.

Section 6.2 Architectural Control Committee. For so long as Declarant owns a Lot primarily for the purpose of sale, Declarant shall have the authority to appoint and remove the members of the Architectural Control Committee. Thereafter (or sooner if Declarant so elects), the Board shall appoint a new Architectural Control Committee which shall consist of up to five (5) but not less than three (3) members, all of whom shall be Owners and who may or may not be members of the Board. The regular term of office of each member shall be one (1) year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Control Committee shall elect a chairman and he or she, or in his or her absence the vice-chairman, shall be the presiding officer at its meetings. The Architectural Control Committee shall meet as may be required, as well as upon call of the chairman. A majority of the members of the Architectural Control Committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee shall constitute the action of the Architectural Control Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Control Committee in performing its functions set forth herein.

Section 6.3 Permitted Improvements. No structure of any nature shall be constructed, altered, added to, and/or maintained upon any part of the Property, except:

- (a) Those structures and other Improvements constructed by Declarant;
- (b) Those structures or Improvements as are approved by the Architectural Control Committee in accordance with this Article; and
- (c) Those structures and other Improvements which pursuant to this Article do not require the consent of the Architectural Control Committee.

Section 6.4 Architectural Standards. The Architectural Control Committee is hereby authorized to promulgate from time to time written architectural standards, policies and guidelines (the "Standards") governing the construction, location, landscaping and design of structures and other Improvements, the contents of submissions of plans and specifications, and

other information required to evidence compliance with and obtain approval pursuant to this Article. Any such Standards published shall be binding and enforceable on all Owners with respect to all structures and other Improvements requiring the approval of the Architectural Control Committee.

Section 6.5 Architectural Approval. No structure shall be commenced, constructed, placed, moved onto, or maintained by any Owner, other than Declarant, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface, except that an Owner may paint or stain an exterior surface the same color as originally painted or stained by Declarant, or as previously approved by the Architectural Control Committee pursuant to this Article), unless and until two (2) copies of the plans and specification and related data showing the nature, color, type, shape, height, materials, and location of same shall have been submitted to and approved in writing by the Architectural Control Committee. One copy of such plans, specifications and related data so submitted shall be retained in the records of the Architectural Control Committee and the other copy shall be returned to the Owner marked "approved," "approved as noted" or "disapproved." The Architectural Control Committee shall have the right, but not the obligation, to establish a fee sufficient to cover the expense of reviewing submissions and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof. Notwithstanding the foregoing, an Owner may make any interior improvements and alterations within his or her Unit that do not affect (i) the exterior appearance, or (2) the structural integrity of any Building or any other Unit within the Building, without the necessity of approval or review by the Architectural Control Committee. The Architectural Control Committee shall have the sole discretion to determine whether the plans and specifications and other data submitted for approval are acceptable to the Association. Representatives of the Architectural Control Committee shall have the right during reasonable hours to enter upon and inspect any Lot or Unit thereon or other Improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event that the Architectural Control Committee shall determine that such plans have not been approved or are not being complied with, the Association shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with the approved plans and specifications.

In the event that the Architectural Control Committee fails to approve or disapprove any plans or specifications within forty-five (45) days after such plans shall have been submitted, such plans will be deemed to have been expressly approved; provided, however, no modification or construction shall be permitted which is in violation of this Declaration. Upon approval of plans and specification, no further approval under this Article shall be required with respect thereto, unless such construction contemplated in the plans has not been substantially commenced within six (6) months of the approval of the plans and specifications therefor or unless the plans and specifications are materially altered or changed. The Architectural Control Committee may refuse to approve any plans and specification upon any grounds consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

Section 6.6 Landscaping Approval. To preserve the aesthetic appearance of the Property no grading, excavation, or filling of any nature whatsoever shall be installed by an Owner (other than Declarant) on the Lot unless the plans therefor have been submitted to and approved in writing by the Architectural Control Committee. The provisions of this Article regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed clearing, grading, excavation and/or filling.

Section 6.7 Approval Not A Guarantee. No approval of plans and specifications and no publication of Standards, if any, shall be construed as representing or implying that such plans, specification or Standards, if any, will, if followed, result in properly designed Improvements. Such approvals and Standards, if any, shall in no event be construed as representing or guaranteeing that any residence or other Improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the Architectural Control Committee shall be responsible or liable on any defects in any plans or specifications submitted, revised or approved pursuant to terms of this Article, any loss or damages to any Person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances or regulations, nor any defects in construction undertaken pursuant to such plans and specifications. Every Owner, by submission of such plans and specifications to the Architectural Control Committee as required by this Article, hereby releases and agrees to indemnify, hold harmless and to defend Declarant, the Association, including the officers and directors thereof, and any and all members of the Architectural Control Committee from any such liability, claim, loss and/or damage resulting from the Architectural Control Committee approving said plans and specifications.

Section 6.8 Building Restrictions. All Improvements shall be constructed in compliance with any and all applicable state, county, and municipal zoning and building restrictions.

Section 6.9 Variances. Notwithstanding anything to the contrary contained herein, the Architectural Control Committee shall be authorized to grant individual variances from any of the provisions of this Declaration and the Standards, if any, if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the Property. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for the Property, or (c) prevent the Architectural Control Committee from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6.10 Enforcement. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Architectural Control Committee, an Owner shall, at its own cost and expense, remove such nonconforming Improvement and restore the land to substantially the same condition as existed prior to the

nonconforming work. Should an Owner fail to remove and restore as required, the Architectural Control Committee and its agents shall have the right to enter the property, remove the nonconforming Improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, attorneys' fees, may be assessed against the Lot as a specific assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Standards, if any, may be excluded by the Architectural Control Committee from the Property, subject to any applicable notice and hearing procedures contained in the By-Laws. In such event, the Architectural Control Committee, the Association or the officers, directors, members, employees and agents of any of them shall not be held liable to any Person for exercising the rights granted by this Section. In addition to any other remedies available to the Architectural Control Committee, in the event of noncompliance with this Article, the Architectural Control Committee may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, the Architectural Control Committee shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article.

Section 6.11 Fences. No fence or fencing type barrier shall be placed, erected, allowed or maintained upon any part of the Property, without the prior written approval from the Association, in accordance with this Article. The Board shall promulgate rules and regulations concerning the type of fencing allowed, and the procedure for such approval. Fences shall extend to a distance no greater than twelve (12) feet from the back of the Unit, shall be contained within the boundary of the Lot, and shall not extend closer to the roadway to which the Unit has vehicular access than the rear side of the Unit. Notwithstanding the foregoing, Declarant and the Association may erect any type of fencing upon the Common Property or elsewhere within the Property as: (i) they may deem appropriate; or (ii) as necessary to satisfy the requirements of any law, regulation or governmental entity. Declarant shall also have the right to erect fencing of any type, at any location on a Lot, during the period that such Lot is owned by Declarant.

ARTICLE VII

MAINTENANCE

Section 7.1 Association's Responsibilities. Except as otherwise provided for herein, from and after the date that Declarant acquires the Property, or any portion thereof, from WBD, as to such portion of the Property acquired, the Association shall maintain, landscape and keep in good repair, as the case may be, all portions of the Common Property, and all portions of the Property set forth below. The Association's responsibility shall be deemed to include the maintenance, repair and replacement of:

- (a) Any wall or fence, if any, surrounding the Property;
- (b) Any and all roadways, walkways, parking areas, buildings, if any, and other Improvements situated within the Common Property, including any recreational facilities located thereon;

- (c) Any utility lines, pipes, plumbing, wires, conduits and systems which are part of the Common Property;
- (d) Any entryway treatment, entryway signs and entryway landscaping for the Property;
- (e) All entryway or street lights, if any;
- (f) All the irrigation facilities, if any, serving the entryway landscaping for the Property;
- (g) Any detention pond or facility located on the Property, to the extent that maintenance and repair of same is not assumed by a governmental authority;
- (h) Any lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Property, but excluding the Lot; and
- (i) Any yard areas located on the Lot, excluding any areas enclosed by a fence approved and constructed in accordance with Article VI.

In addition, the Association shall have the right, but not the obligation, to: (a) maintain other property whether owned by the Association or not, and whether within or without the Property, and (b) enter into easements and agreements to share cost regarding such property where the Board has determined that such action would benefit the Owners. Notwithstanding anything to the contrary contained herein, the Association, upon resolution by the Board of Directors, shall have the authority, but not the obligation to perform repairs and maintenance to the roofs of the Building. If the Association performs such repairs and maintenance, the Association shall charge the costs and expenses of such repairs and maintenance as a special assessment, pursuant to Article V, against the Units benefited, according the benefit received by each Unit. Such repairs and maintenance shall not include any repair or maintenance necessitated by fire or other casualty.

Notwithstanding anything to the contrary contained herein, the Board of Directors, upon resolution, shall have the authority to require any or all of the Owners to do any act, perform any work, or otherwise refrain from performing any act or any work, which will, in the Board's sole discretion, decrease the possibility of fire or other casualty, decrease the possibility of damage to other persons or property within the Property, reduce the insurance premium payable by the Association or otherwise assist the Association in securing and maintaining such insurance coverage. The Board's authority hereunder shall also allow the Board to require Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes, and install smoke detectors, or take such action as the Board may reasonably require. In the event that an Owner does not comply with any such requirement made by the Board of Directors pursuant to this Section 7.1, the Association may perform such work at the Owner's cost and expense, which cost and expense shall be added to and become an assessment and lien against the Lot, collectible as a specific assessment as provided for in Article V.

Section 7.2 Liability of Association. The Association shall not be liable for injury or damage to any person or property caused by the elements or by any Owner or any other Person. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of Improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

Section 7.3 Owner's Responsibilities. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots, including the Units located thereon, shall be the responsibility of the Owner of such Lot. Each Owner shall be responsible for maintaining his or her Lot, and the Unit located thereon in a neat, clean and sanitary condition, including by way of illustration, and not limitation, the maintenance, repair, and replacement of all fixtures, equipment, and appliances (including, without limitation, the heating and air-conditioning system for the Unit wherever located) and all chutes, flues, ducts, conduits, wires, pipes, plumbing, or other apparatus which are deemed to be part of the Lot, the exterior portions of the Unit (including, but not limited to, doors, windows, shutters, the exterior skin of the building, and the roof), the driveway serving the Lot, yard areas located within any fence approved and constructed in accordance with Article VI above, and any fence erected by the Owner in accordance with Article VI above. As provided in Section 7.4 hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner but which responsibility such Owner fails or refuses to discharge. No Owner shall (a) decorate, change or otherwise alter the appearance of any portion of the exterior of a Unit unless such decoration, change or alteration is first approved, in writing, by the Architectural Control Committee as provided in Article VI, or (b) do any work which, in the reasonable opinion of the Architectural Control Committee, would jeopardize the soundness and safety of any Building or any Unit, reduce the value thereof or impair any easement of hereditment thereto, without in every such case obtaining the prior written approval of the Architectural Control Committee pursuant to the procedure set for in this Declaration.

Section 7.4 Failure of Owner to Maintain. In the event that Declarant or the Board determines that: (a) any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or she is responsible hereunder, or (b) that the need for maintenance, cleaning repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of any Owner or Occupant, his or her family, tenants, guests or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workman-like manner, or in the event that such maintenance, cleaning,

repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair or replacement within said fifteen (15) day period and to diligently complete the same. In the event the Owner fails or refuses to perform the necessary maintenance, cleaning and repair as described herein within the time periods as described hereinabove, the Association shall have the right to provide such necessary maintenance, cleaning, repair or replacement on behalf of said Owner and any and all costs associated therewith shall become a specific assessment pursuant to Article V.

Section 7.5 Landscaping Maintenance. As provided in Section 7.1 above, the Association shall maintain and keep in good repair the landscaping located on the Lots. Such maintenance shall include, but not be limited to, lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; and keeping lawn and garden areas free of weeds and attractive. In the event that the Owner of a Lot obtains approval to construct a fence in accordance with Section 6.11 of this Declaration, the Association shall no longer be obligated to perform landscaping to the enclosed area of such Lot and such landscaping shall be the sole responsibility of the Owner. The Board may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Association and the rights of Owners with respect to adding or modifying landscaping improvements, including, for example allowing seasonal flowering plants in certain areas of the Lot at the expense of the Owner. Any common irrigation system installed by Declaration or the Association shall be Common Property, operated, maintained, repaired and replace by the Association.

Section 7.6 Conveyance of Common Property by Declarant to Association; No Implied Rights. Declarant may transfer or convey to the Association at anytime and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and maintained by the Association for the benefit of its members. The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Association any conveyance to the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds and transfer tax declaration forms, necessary or convenient to effectuate and document any such conveyance. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. Declarant shall not be required to make any Improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any such property has been made available for the use of Owners. So long as Declarant owns a Lot primarily for the purpose of sale, Declarant may, upon written notice to the Association, require the reconveyance by the Association to Declarant of any Common Property or any portion thereof, improved or unimproved, at no charge to Declarant, without a vote of the members of the Association, if the Common Property or portion thereof is: (i) found by Declarant to have been conveyed in error, (ii) needed by Declarant to make adjustments in property boundary lines, or (iii) reasonably determined by Declarant to be needed by Declarant due to changes in the overall scheme of development for the Property. Declarant may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as

Declarant may reasonably require; so long as such reservation is not materially inconsistent with the overall scheme of development for the Property. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by Declarant, or the owner of such property to the Association or the Owners, as they case may be, by an instrument recorded in the real estate records of the county where the property is located.

Section 7.7 Liability. Owners, Occupants and their guests shall use the Common Property and all portions of the Property not contained within a Lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. The Association, Declarant, and their respective officers, directors, employees, representatives and agents shall not be held liable for: (a) personal injury to any person; (b) loss or damage to personal belongings used or stored within the Property; or (c) injury or damage to any person or property (i) caused by the elements or by an Owner or any other Person, (ii) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (iii) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or Occupant for loss or damage, by theft or otherwise, of any property of such Owner or Occupant.

ARTICLE IX

USE RESTRICTIONS

Section 8.1 Single Family Residential Use. All Lots shall be restricted exclusively to single family residential use only and no trade or business of any kind may be carried on therein. As used herein, "single family" shall not require a relationship of blood or marriage and shall include roommate relationships, but shall specifically exclude boarding house, hotel or transient uses. No Lot shall be used for any commercial business or professional purpose, except that an Owner may use a portion of the Unit to "do work at home," as long such use is not otherwise in violation of this Declaration or the By-Laws, complies with all zoning requirements imposed on the Property, does not threaten the safety or security of the Owners or Occupants, does not increase the insurance premium obtained by the Association or negatively impact the Association's ability to obtain such insurance, and does not create regular customer, client, or employee traffic or otherwise create a nuisance. Furthermore, the use of a Unit or a portion thereof for business meetings, entertainment or the enjoyment or business of the Owner's employees, trustees, agents, clients, or customers shall not be deemed to be a violation of this covenant if such use does not create regular customer, client, or employee traffic or otherwise create a nuisance.

The maximum number of occupants in a Unit located on a Lot shall be limited to two (2) per bedroom. Occupancy for purposes hereof, shall mean staying overnight in a Unit for thirty (30) days, whether consecutive or nonconsecutive, in a calendar year. Upon written application,

the Board shall grant variances to this restriction to comply with the provisions of the Fair Housing Amendments Act of 1988, or any amendments thereto.

Section 8.2 Common Property. The Common Property shall be used only by the Owners and Occupants, and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Lots and for such other purposes as authorized by this Declaration and/or by the Board. No Owner or Occupant shall be allowed to use the detention pond on the Property for any recreational or other purpose.

Section 8.3 Use by Declarant. Notwithstanding the provisions of Section 8.1 hereof, so long as Declarant owns a Lot primarily for the purpose of sale, Declarant shall be entitled to and have an easement for access to, ingress to and egress from the Buildings and the Property as maybe required for purposes of the sale of the Lots, and the construction, installments, Improvements and maintenance of components of the Property. For so long as Declarant owns any Lot, any unsold or unoccupied Lots may be used as a model and Declarant may (i) use one or more of such unsold or unoccupied Lots as a sales office, (ii) do any and all acts which are reasonable and necessary to promote and sell the Lots, and (iii) maintain any and all signs which may be reasonable and, customary within the Lot, on a portion of the Common Property to aid in the sale of such Lot or any other Lot within the Property.

Section 8.4 Use of Lots, Decks and Patios. Each Owner shall maintain his or her Lot in good condition and in good order and repair, at his or her own expense, and shall not do or allow anything to be done to or in his or her Lot which may increase the cost or cause the cancellation of insurance on other Lots or on the Common Property. No Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his or her Unit on a Lot, or which may be visible from another Lot or the roadways (other than draperies, curtain, or shades as provided herein) or decorate or adorn the outside of his or her Unit or Lot, without the prior written consent of the Board. The foregoing restrictions as to use shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a deck or patio.

Section 8.5 Signs. Except as provided in Sections 3.4 and 8.3 hereof, no signs or billboards of any kind (including, but not limited to, "for sale" or "for rent" signs) shall, without the Architectural Control Committee's prior written approval of the plans and specifications therefor, be installed placed or maintained on any Lot or on any portion of a structure visible from the exterior thereof, except: (a) such signs as may be required by legal proceedings; and (b) directional signs for vehicular or pedestrian safety in accordance with the plans and specifications approved by the Architectural Control Committee.

Section 8.6 Temporary or Other Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building or structure shall be used on any portion of the Property. Declarant, at its option, may use such structure as needed for the construction and marketing of the Lots.

Section 8.7 Animals. No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept within any Unit or on any Lot, except that dogs, cats or other generally

recognized household pets may be kept provided that they are not kept bred or maintained for any commercial purpose. A maximum of three (3) dogs and/or cats, and a reasonable number of other generally recognized household pets weighing not more than two (2) pounds, per household shall be allowed and all pets shall be under leash or voice control at all times when walked or exercised outside the Lot. Notwithstanding the foregoing, pets may be kept in fenced areas approved pursuant to the terms of this Declaration. Feces left by pets on the Common Property must be immediately removed by the Person having control of such pet. All Owners or Occupants keeping pets within the Property shall comply with all applicable governmental ordinances and regulations. Any Owner or Occupant who keeps a pet on or brings a pet into the Property, shall be deemed to have agreed to indemnify, defend, and hold the Association, its directors, officers and agents, free and harmless from any loss, claim, damage or liability of any kind or character whatever arising by the presence of such pet within the Property.

Section 8.8 Antennae. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting of radio or video signals shall be placed, allowed or maintained upon any portion of a Unit or Lot, without the approval of the Architectural Control Committee; provided, however, no such approval shall be necessary to install (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services, that are one meter or less in diameter; (b) antennas designed to receive video or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Owners and Occupants shall install any permitted antennae so as to minimize the visibility of such antennae from other Lots and the roadways within the Property, unless such installation: (i) imposes unreasonable cost or delay or prevents the use of the antennae; (ii) unreasonably increase the cost of installation; or (iii) an acceptable quality signal cannot be otherwise obtained. The Board may promulgate additional rules relating to such installation.

Section 8.9 Playground and Recreational Equipment. No playground or recreational equipment shall be placed or installed on any portion of the Property without the prior written approval of the Architectural Control Committee.

Section 8.10 Parking and Garages. No commercial vehicles may be stored or parked on any portion of the Property, except for those making deliveries or providing services to the Owners. All vehicles of an Owner or Occupant shall be parked within a garage located in a Unit; provided, however, a vehicle may be parked on a driveway for a period of time not to exceed twenty-four (24) hours without the prior approval of the Board. No vehicle may be parked on yard areas or roadways within the Property. No house trailers, mobile homes, campers, motorcycles, boats, inoperable vehicles of any kind, school buses, trucks, trailers, or vehicles that have been incapacitated for over forty-eight (48) hours may be stored or parked on any portion of the Property, except in garages, unless the Association has provided a designated area for such parking. This Section shall not apply to Declarant, so long as Declarant owns any Lot primarily for the purpose of sale.

If any vehicle is parked on any portion of the Property in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone

number of the Person that will do the towing and the name and telephone number of a Person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle, access to a Lot is obstructing the flow of traffic, is parked on any grassy area or the roadways, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim of damage as a result of the towing activity. Towing shall be conducted at the sole cost and expense of the violating Owner or Occupant, and all costs shall be added to and become part of the assessment obligation of the Owner and shall become a lien against the Lot. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

All garage doors shall be kept closed at all times, except during entry and exit from the garage or when someone is working in or near the garage. Garages shall be maintained in a condition which allows parking of the maximum number of vehicles for which such garage was intended.

Section 8.11 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance, discomfort, embarrassment, or nuisance to any other Owner or Occupants.

Section 8.12 Trash. All garbage cans, and other similar items shall be located or screened so as to be concealed from view from roadways and other Lots. All rubbish, trash and garbage shall be regularly removed from a Unit and shall not be allowed to accumulate therein. The Association shall have the right but not the obligation, to designate a private trash removal company for the entire Property and/or a particular trash pick-up day throughout the Property. Notwithstanding the foregoing, the Association reserves the right, but is not obligated, to contract with a private trash removal company for the benefit of all Owners and Occupants and include a fee for such service as part of general assessment. Trash shall be placed at the curb no earlier than 5 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash pick up shall also be subject to such reasonable rules and regulations as the Board may adopt. The provisions of this Section shall not apply to Declarant. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Property except by Declarant, provided, however, such burning by Declarant shall cease when the first Unit in the Property becomes occupied for residential purposes.

Section 8.13 Lighting. Exterior lighting on any Lot visible from the roadways shall not be permitted, except for: (a) approved lighting as originally installed on a Lot; (b) street lights in conformity with an established street lighting program for the Property; (c) seasonal decorative lights between Thanksgiving and January 15th of the following year; (d) front house illumination of model homes; or (e) other lighting approved under and pursuant to Article VI hereof.

Section 8.14 Window Treatment. All windows in a Unit shall have window treatments and any portion thereof visible from outside the Unit shall be white, off-white, or natural wood color, unless otherwise approved in accordance with Article VI hereof. No foil or other reflective materials, and no sheets, blankets or flags, shall be used on any windows for sunscreen, blinds, shades or for any other purpose.

Section 8.15 Traffic Regulations. All vehicular traffic on any roadways in the Property shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits, within the Property. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Property. All vehicles of any kind and nature which are operated on the roadways in the Property shall be operated in a careful, prudent, safe, and quite manner and with due consideration for the rights of all Owners and Occupants.

Section 8.16 Attics. Owners of Units may use and access the attic space located directly above such Unit for the normal storage of personal items. An Owner's use of and access to the attic space shall not interfere with the airflow within a building or with another Unit within such Building and shall not jeopardize the safety of any Person or jeopardize or impair the safety, soundness or structural integrity of any other Unit or the Common Elements, all as determined by the Board. Neither Declarant nor the Association shall be liable for any damage to any personal property stored in such attic space, nor for any personal injury sustained by use thereof.

Section 8.17 Leasing.

(a) **General.** "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner for which the Owner receives any consideration, or benefit, including, but not limited to, a fee, gratuity, or payment or consideration of any other type or kind.

(b) **Leasing.** In order (i) to protect the equity of the individual property owners within the Property, (ii) to carry out the purpose for which the Association was formed by preserving the character of the Association as a homogeneous residential community of predominantly owner-occupied complex; and (iii) to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, no Lot may be leased unless the Owner applies for and receives from the Board a "Lease Permit", except that (1) Declarant shall have the right to lease any Lot it owns and (2) in the case of undue hardship, as provided below. All Lease Permits shall be valid only as to a specific Owner of a Lot and shall not be transferable between either Lots or Owners, but shall be transferable to successors in title to the same Lot.

An Owner's request for a Lease Permit shall be approved if current, outstanding Lease Permits have not been issued for more than twenty-five percent (25%) of the total number of Lots. A Lease Permit shall be automatically revoked upon the happening of any of the following events: (i) the failure of an Owner to lease his or her Lot within one hundred eighty (180) days of the Lease Permit having been issued; or (ii) the failure of an Owner to have his or her Lot leased for any consecutive one hundred eighty (180) day period thereafter. If current Lease Permits have been issued for more than twenty-five percent (25%) of the total number of Lots, no additional Lease Permits shall be issued. An Owner who has been denied a Lease Permit shall automatically be placed on a waiting list for a Lease Permit and shall be issued the same if they so desire when the number of current outstanding Lease Permits issued falls to less than twenty-five percent (25%) of the Lots.

(c) Undue Hardship. The Board shall be empowered to allow reasonable leasing of Lots in excess of twenty-five percent (25%) of the total number of Lots, upon written application, to avoid undue hardship upon an Owner. By way of illustration, "undue hardships" are those in which (i) an Owner must relocate his or her residence and cannot, within ninety (90) days from the date the Lot is placed on the market, sell the Lot for a price at or below its current appraised market value; (ii) where the Owner dies and Lot is being administered by his or her estate; or (iii) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside at the Lot.

Notwithstanding Section 8.17(b) hereof, those Owners who have demonstrated that the inability to lease their Lot would result in undue hardship and have obtained the requisite approval of the Board may lease their Lot for such duration as the Board reasonably determined is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall only be permitted upon the Board's written approval, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Board within ten (10) days after it has been signed by both parties.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and By-Laws, in order to enforce the provisions of this Section. Any transaction which does not comply with this Section shall be voidable at the option of the Board of Directors.

(d) Permitted Leasing Requirement. Leasing, which is permitted pursuant to Section 8.17(b) of Section 8.17(c) hereof, shall be governed by the following provisions:

(i) General Terms. Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Association. No transient tenants may be accommodated in a Unit. All leases shall be in writing and in a form approved by the Board of Directors of the Association. All rentals must be for a term of not less than one

(1) year. The Owner must provide the tenant copies of the Declaration, By-Laws, and the rules and regulations. All leases and lessees are subject to the provisions of this Declaration, the By-Laws and the rules and regulations. Any lease of a Lot in the community shall be deemed to contain the following provision, whether or not expressly therein stated, and each Owner covenants and agrees the if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Lot. Any lessee, by occupancy in a Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

Liability for Assessment. Lessee agrees to be personally obligated for the payment of all assessments against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of this Declaration, the By-Laws, or the rules and regulations. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would other be responsible.

Upon request by the Association, lessee shall pay to the Association all unpaid general, specific, and special assessments, as lawfully determined and made payable during the term of the lease and any other period of occupancy by lessee; provided, however, lessee need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Association's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make only rental payments to lessor.

(ii) Compliance With the Declaration, By-Laws, and Rules and Regulations. Lessee agrees to abide by and comply with all provisions of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations. In the event that the lessee, or any person living with the lessee, violates the Declaration, By-Laws, or rules or regulations for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. All unpaid fines, together with late charges, interest not to exceed the maximum legal rate, costs, and reasonable attorneys' fees actually incurred, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each fine is made. Each such fine, 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 Lot at the time the assessment fell due. Any lessee charged with a violation of the Declaration, By-Laws, or rules and regulations is entitled to the same procedure to which an Owner maybe entitled, if any, prior to the imposition of a fine or other sanction.

Any violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association (as a third-party beneficiary of the lease agreement between the Owner and the lessee), acting through the Board, the power and authority to evict the lessee on behalf of and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the tenant, any cost, including attorneys' fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

(iii) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, to include, but not be limited to, the use of any and all recreational facilities and other amenities.

Section 8.18 Rules and Regulations. Reasonable rules and regulations concerning the use of the Property may be made and amended from time to time by the Board of Directors of the Association; provided that copies of such regulations and amendments thereto shall be furnished by the Association to all Owners. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents.

ARTICLE IX

PARTY WALLS

Section 9.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Unit upon the Property and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Georgia law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. No modification to a party wall may be made which compromises the acoustic privacy and fire rating of such wall.

Section 9.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to their use.

Section 9.3 Damage or Destruction. If a party wall 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, the wall shall be immediately restored by the Owners who make use of such wall, and any insurance proceeds available for such restoration shall be used for such purpose. Any Owner who has used the wall may restore it, and if another Owner or Owners thereafter make use of the wall, 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.

Section 9.4 Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 9.5 Right to Contribution. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title. Nothing contained herein shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which are payable under any policy or policies of insurance for such damage.

Section 9.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such disputes shall be referred to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, the decision shall be by a majority of all the arbitrators, and shall be binding upon the parties. Pursuant to Georgia law, judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereon.

ARTICLE X

INSURANCE

Section 10.1 Insurance by Association. From and after the date that Declarant acquires the Property, or any portion thereof, from WBD, as to such portion of the Property acquired, the Association, through the Board of Directors, its successors and assigns, shall be required to keep any and all insurable Improvements located on the Common Property fully insured, subject to normal policy exclusions, by a reputable insurance company authorized to transact business in the State of Georgia with (i) fire, vandalism, malicious mischief and extended coverage insurance in the amount adequate to cover the full replacement costs (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of such Improvements in the event of loss of any and/or all of such Improvements, together with fixtures and contents thereof; (ii) public liability insurance covering all Common Property and all damage or injury caused by the negligence of the Association or any of its members or agents with single limit of not less than \$1,000,000.00 liability per person, and \$50,000.00 property damage; (iii) worker's compensation insurance as may be required by law; (iv) fidelity bond coverage, if so determined by the Board and/or required by a Mortgagee, and (v) such other insurance as the Board may deem appropriate. Premiums for such insurance, if obtained, shall be an expense of the Association. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such insurance shall be governed by the provisions as contained in the By-laws of the Association. Any such policies of insurance shall require that the certificate holders and insured be given thirty (30) days written notice of any cancellation of such policies. All policies shall be written with a company authorized to do business in Georgia.

Section 10.2 Damage or Destruction to Improvements. Immediately after the damage or destruction by fire or other casualty of all or any portion of the Improvements covered by

insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and in any such event, the Board shall obtain reliable and detailed estimates for the cost of repair or reconstruction of the damaged or destroyed Improvements. Repair or reconstruction, as used in this Article, means restoring or repairing the damaged property to substantially the same condition in which it existed prior to the fire and other casualty. Unless eighty percent (80%) of the Total Association Vote, and the Declarant for so long as Declarant owns a Lot primarily for the purpose of sale, vote not to proceed with the restoration and repair of the structure, the Association shall restore or replace such damaged or destroyed Improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may be established for such purpose, the Board may levy a special assessment against all Owners, without the necessity of a vote as required elsewhere in this Declaration, such assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such an emergency assessment shall be levied against all the Owners equally in the same manner as general assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and used for the benefit of the Association.

Section 10.3 Insurance by Owner. Each Owner shall obtain and maintain insurance for all insurable Improvements located on his or her respective Lot against loss or damage by all risks of physical loss or damage, subject to normal policy exclusions, in an amount sufficient to cover the full replacement of cost of such improvements in event of damage or destruction from any insured peril. Any such insurance policies may contain reasonable deductibles as determined by the Owner. Every Owner shall provide a copy of such policy to the Association upon the purchase of a Lot, and shall provide the Association copies of all renewals or modifications of such policy thereafter. In the event any Owner fails to maintain such insurance, the Association is authorized, but not obligated to obtain such insurance, whereupon such Owner shall immediately reimburse the Association for such premium. The cost of such premium shall be deemed a specific assessment under Article V of this Declaration and shall be added to and become a part of the assessment to which the Lot is subject. In the event of damage or destruction to all or any portion of the Improvements covered by such insurance, Owner shall promptly repair and or reconstruct the Unit in a manner consistent with the original construction or such other plans and specifications as approved by the Architectural Control Committee pursuant to Article VI hereof, or the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition. The Owner shall pay any costs not covered by the insurance proceeds.

ARTICLE XI

CONDEMNATION

Section 11.1 General. Whenever all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, then each Owner shall receive notice thereof and shall be allowed to participate in the proceedings incident thereto. The award or proceeds made or collected shall be payable to the Association as trustee for all Owners and shall be disbursed as follows:

(a) **Common Property Taking.** If the taking is a portion of the Common Property upon which Improvements have been constructed, then the Association shall restore or replace such Improvement so taken, to the extent practicable, on the remaining property included in the Common Property, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of Total Association Vote and Declarant, for so long as Declarant owns a Lot primarily for the purpose of sale, shall otherwise agree.

(b) **One or More Lots.** If the taking includes one (1) or more Lots or any portion thereof including, then, if all parties cannot otherwise agree, a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Owner so affected.

ARTICLE XII

AMENDMENTS AND WITHDRAWAL OF PROPERTY

Section 12.1 Amendments by Declarant. Subject to the terms of Section 12.2 of this Declaration, Declarant, for so long as it owns a Lot primarily for the purpose of sale may amend this Declaration by an instrument in writing filed and recorded in the records of the Office of the Clerk of the Superior Court of Fulton County, Georgia, without the approval of any Owner or Mortgagee if:

(a) Such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith;

(b) Such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration;

(c) Such amendment is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on any Lot or other Improvements subject to this Declaration;

(d) Such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots or other Improvements subject to this Declaration; and

(e) Such amendment is deemed necessary, in Declarant's sole opinion, to make the provisions more workable, to clarify any provision or ambiguity, to eliminate any confusion or conflict, or if such is necessary, to bring any provision hereof into compliance with any applicable government statute, rule, regulation or judicial determination which shall be in conflict therewith.

Section 12.2 Limitations. Notwithstanding anything contained in Section 12.1 hereof, the Owner and/or Mortgagee, as the case may be, must consent to any amendment by Declarant if:

(a) Such amendment adversely affects the title to any Lot, and then, such amendment shall be valid only upon the written consent thereto by the existing Owners affected thereby; or

(b) Such amendment materially alters or changes any Owner's right to the use and enjoyment of his or her Lot as set forth in this Declaration, and then, such amendment shall be valid only upon the written consent thereto by two-thirds (2/3) of the existing Owners affected thereby; or

(c) Such amendment would materially and adversely affect the security, title or interest of any Mortgagee, and then, such amendment shall be valid only upon the written consent thereto of all Mortgagees so affected.

Section 12.3 Amendment by Association. Amendments to this Declaration, other than those authorized by Section 12.1 hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be provided to each member of the Association as set forth in this Declaration;

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the Total Association Vote provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee and (ii) during the Declarant Control Period, such amendment must be approved by Declarant;

(c) The agreement of the required percentage of the Owners and, where required, Declarant and any Mortgagee, to any amendment of this Declaration, shall be evidenced by their execution of such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice-President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state that the Agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such other date as may be specified in the Amendment itself; and

(d) This Article shall not be amended without the prior written approval of Declarant, so long as Declarant owns a Lot primarily for the purpose of sale.

Section 12.4 Withdrawal of Property. Prior to the acquisition by Declarant of the Property or any portion thereof, from WBD, as to such portion of the Property not then acquired, Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any Person, to remove such portion of the Property from the provisions of this Declaration.

ARTICLE XIII

MORTGAGEE PROVISIONS

Section 13.1 Rights of First Mortgagees. Each first Mortgagee of a Lot shall (a) be entitled to written notice from the Association of any default by an Owner in the performance of his or her obligations under the Declaration which is not cured within thirty (30) days; (b) be entitled to attend and observe all meetings of Owners, but not meetings of the Board; (c) be furnished copies of annual audited financial reports made to the Owners (if requested in writing); (d) be entitled to inspect the financial books and records of the Association and current copies of this Declaration, the By-Laws and other rules of the Association during reasonable business hours; (e) be entitled to notice of any material modification of any insurance policy or fidelity policy maintained by the Association; and (f) be entitled to written notice of any condemnation loss or any casualty loss which affects a material portion of the Property; provided, however, that such Mortgagee shall first file with the Association a written request that such notices and copies of financial reports be sent to a named agent or representative of the Mortgagee at an address as stated in such notice.

Section 13.2 Consent of First Mortgagees. In addition to the rights of a Mortgagee pursuant to this Article XIII, and notwithstanding any provisions to the contrary contained herein, unless the holders of at least seventy-five percent (75%) of the first Mortgagees on Lots in the Property have consented in writing, Declarant and the Association shall not do any of the following:

(a) By act or omission seek to abandon, subdivide, encumber, sell or transfer the Common Property. The granting of easement for public utilities or for other public purposes consistent with the intended use of the Common Property by the Association shall not be deemed a transfer within the meaning of this clause;

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

(c) By act or omission materially change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining the architectural design or the exterior appearance of the Building, or the Units;

(d) Use hazard insurance proceeds for losses to any of the Common Property for other than the repair, replacement or reconstruction of such Common Property;

(e) Terminate professional management and assume self-management of the Association.

Section 13.3 Priority of First Mortgagees. No provisions of this Declaration shall be construed to grant to any Owner or any other party any priority over any rights of first Mortgagees of the Lots pursuant to their first Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Lots and/or the Common Property or any portions thereof.

Section 13.4 Taxes, Insurance Premiums, Etc. First Mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the Common Property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Property, and first Mortgagees making such payment shall be owed immediately therefor from the Association.

ARTICLE XIV ENFORCEMENT

Section 14.1 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association, if any, adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to its Lot, if any. Failure to comply with any of the same shall be grounds for imposing and assessing of fines, or temporarily suspending voting rights and the right of use of certain of the Common Property and services paid for as a common expense, and/or instituting an action to recover sums due, for damages and/or injunctive relief, such actions to be maintainable by Declarant, the Board on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorney's fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by the recovery of damages and that Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach. No delay, failure or omission on the part of Declarant, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right or action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association, for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach of the provisions of this Declaration, the By-Laws or any rules and regulations of the Association, however long continued.

Section 14.2 Self-Help. In addition to any other remedies provided for herein, Declarant and the Association or its duly authorized agent, using such force as may be reasonably necessary, shall have the power to enter upon the Lot, the Unit located thereon, and/or the Common Property to abate or remove, an erection, thing, or condition which violates this Declaration, the By-Laws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help including reasonable attorney's fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1 Duration. The provisions of this Declaration shall run with and bind the Property, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument, by at least seventy-five percent (75%) of the then Owners of record and the holders of first Mortgages on their Lots has been recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia records to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of this Declaration may be extended as provided above.

Section 15.2 Termination by Declarant. At any time prior to the conveyance of a Lot to a Person other than Declarant, Declarant shall have the right to terminate this Declaration.

Section 15.3 Disclosures. Each Owner and Occupant acknowledge the following:

(a) the City of Alpharetta intends to construct a thoroughfare adjacent to the Property. Declarant makes no representations or warranties as to how such thoroughfare may affect the Property, or any Lot located thereon;

(b) Declarant may be constructing portions of the Property and engaging in other construction activities on the Property. Such construction activities may include, loud noises, obnoxious odors, dust and dirt, and temporary interruption of utilities. Such activities shall not be deemed a nuisance nor cause Declarant to be considered to be in violation of this Declaration;

(c) no representations are made that the Unit is or will be soundproof or that sound will not transmit between Units; and

(d) ponding of water may occur on impervious surfaces and yard areas on the Property.

Section 15.4 Notice of Sale, Lease or Acquisition. Prior to the sale or lease of a Lot, the Owner shall provide the Association with written notice of the name of the purchaser or lessee, as the case may be, and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall provided the Association with written notice of the name and mailing address of the Owner and such other information as the Board may reasonably require.

Section 15.5 Notices. Any notice required to be sent to any member pursuant to any provision of this Declaration shall be served either by personal delivery or by depositing such notice in the mails, postage prepaid, regular mail, addressed to Declarant or the Association at the address of their respective registered agent on file with the Georgia Secretary of State, and to the member for whom it is intended at the Lot, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the actual date of personal delivery or the date of mailing.

Section 15.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provisions or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 15.7 Conflicts. In the event of any conflict between the Official Code of Georgia, this Declaration, the By-Laws or the Articles of Incorporation, the Official Code of Georgia, this Declaration, the By-Laws and then the Articles of Incorporation, in that order, shall prevail.

Section 15.8 No Liability. Declarant has acted with reasonable diligence in connection with the preparation and recording of this Declaration to ensure that the Association and each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by the Association or any Owner or any other Person for any reason whatsoever, Declarant and its agent shall have no liability of any kind as a result of such enforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Declarant and its agents shall have no such liability.

Section 15.9 Captions. The captions of each Section hereof 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 sections to which they refer.

Section 15.10 Liability of Successor Declarant. Nothing contained herein shall make responsible or subject to liability any successor to Declarant by operation of law or through purchase of Declarant's interest in the Property or any portion thereof, whether by foreclosure of a deed to secure debt or other security interest encumbering the Property or delivery of a deed in

lieu of foreclosure, for any act, omission or matter occurring or arising from any act, omission or matter occurring prior to the time such successor succeeded to the interest of Declarant.

Section 15.11 Rights of Third Parties. This Declaration shall be recorded for the benefit of Declarant, the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the provisions of this Declaration and the rights to extend, modify, amend or otherwise change the provisions of this Declaration without consent, permission, or approval of any adjoining owner or third party.

Section 15.12 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

Section 15.13 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 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 15.14 Gender. The masculine, feminine and neuter gender shall be construed to include a male, female, partnership or corporation where the context so requires.

Section 15.15 State of Georgia. This Declaration shall be construed in accordance with the laws of the State of Georgia.

Section 15.16 Declarant's Liability. Except to the extent that Declarant owns a Lot and is subject as an Owner or Occupant to the provisions of this Declaration and the rules and regulations promulgated hereby, Declarant shall have no liability under this Declaration, or any rules or regulations promulgated hereby after the expiration of the Declarant Control Period.

Section 15.17 Counterparts. This Declaration may be executed in any number of counterparts, all of which shall constitute but one and the same agreement.

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly elected officers and its seal attached this day and year first above written.

DECLARANT:

Signed, sealed and delivered
in the presence of:

BEAZER HOMES CORP.,
a Tennessee corporation

[Signature]
Unofficial Witness

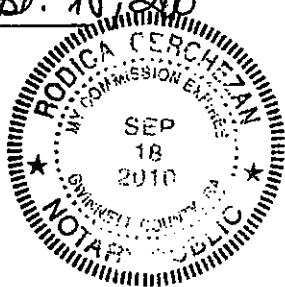
By: [Signature]
Print Name: Troy Radelat
Print Title: Vice President Finance
Beazer Homes Corp. Georgia Division

[Signature]
Notary Public

[CORPORATE SEAL]

My Commission Expires: Sept. 18, 2010

[NOTARY SEAL]



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WBD:

Signed, sealed and delivered
in the presence of:

WEBB BRIDGE DEVELOPMENT, LLC,
a Georgia limited liability company

M. Brunone
Unofficial Witness

By: James F. Bowersox, III
Print Name: JAMES F. BOWERSOX, III
Print Title: Manager

[Signature]
Notary Public

My Commission Expires: _____

[NOTARY SEAL]

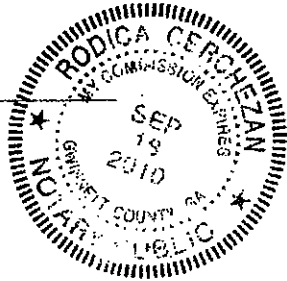


EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1264 of the 2nd District, 2nd Section, Fulton County, City of Alpharetta, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1" Rod) at the Land Lot corner common to Land Lots 854, 855, 1263 and 1264; thence along the Land Lot line common to Land Lots 854 and 1264 North 89 degrees 39 minutes 59 seconds West a distance of 1,260.60 feet to an iron pin found, said line also being the Section and District line common to the 2nd District, 2nd Section and the 1st District, 2nd Section; thence leaving said Land Lot, Section and District line North 00 degrees 13 minutes 56 seconds East a distance of 520.46 feet to a point; thence South 60 degrees 06 minutes 15 seconds East a distance of 200.37 feet to a point; thence South 88 degrees 03 minutes 02 seconds East a distance of 298.24 feet to a point; thence South 88 degrees 03 minutes 02 seconds East a distance of 15.25 feet to a point, thence South 87 degrees 25 minutes 01 seconds East a distance of 360.88 feet to a point; thence South 88 degrees 42 minutes 38 seconds East a distance of 311.83 feet to a point; thence North 84 degrees 27 minutes 03 seconds East a distance of 16.06 feet to a point; thence North 13 degrees 34 minutes 12 seconds West a distance of 492.30 feet to a point on the southerly right of way line of Webb Bridge Road (60' R/W); thence along said right of way line of Webb Bridge Road South 72 degrees 10 minutes 59 seconds East a distance of 26.00 feet to an iron pin set; thence leaving said right of way line of Webb Bridge Road South 13 degrees 34 minutes 12 seconds East a distance of 329.84 feet to an iron pin found; thence South 88 degrees 17 minutes 12 seconds East a distance of 112.43 feet to an iron found on the Land Lot line common to Land Lots 1263 and 1264; thence along said Land Lot line South 01 degrees 38 minutes 52 seconds West a distance of 542.37 feet to an iron pin found and the Point of Beginning.

Said Tract contains 12.597 acres of land.