

803992

Jay C. Stephenson
Clerk of Superior Court Cobb Cty, Ga.

CLERK OF SUPERIOR COURT
PAULDING COUNTY, GA.
AUG 16 PM 2:52
TERRY W. SHELTON
CLERK
PAULDING COUNTY COURTS

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
GOVERNORS TOWNE CLUB

RR
85
178

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GOVERNORS TOWNE CLUB (hereinafter referred to as the "Declaration") is made this 18th day of July, 2002, by Governors Towne Club Development, Inc., a Georgia corporation, hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Cobb and Paulding County, Georgia, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant deems it desirable to create the Association (as hereinafter defined) to own, maintain and administer the Common Areas (as hereinafter defined) in accordance with the Covenants, Conditions, and Restrictions as hereinafter provided; and

WHEREAS, Declarant intends that every Owner (as hereinafter defined) of a Dwelling (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration, become a Member of the Association (as hereinafter defined) and subject to its rules and regulations and subject to assessments by the Association pursuant thereto; and

WHEREAS, as hereinafter provided in this Declaration, Declarant has retained and reserved the right, privilege and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the residential community described herein such other property as Declarant may acquire from time to time and wish to subject to the terms of the Declaration; and

WHEREAS, in connection with the development of the aforesaid residential community, Declarant reserves the right, privilege and option to develop amenities and recreational areas to be located on certain Common

Area(s) within the Property (as hereinafter defined) the current contemplated location of the Common Area being more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference;

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit "A" and any Additional Property (as hereinafter defined) as may by subsequent annexation hereto be subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens, and conditions, which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with the title to the real property subjected to this Declaration, and which shall be binding on all parties having any right, title, or interest in the described properties, or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following terms shall be applicable to and shall include both the singular and plural forms of each term:

(a) "Additional Property" shall mean and refer to real property and all improvements thereon, as Declarant shall acquire from time to time, and by recording an approved subdivision plat that expressly sets forth Declarant's intention to make such additional property subject to the provisions of this Declaration in the records of the Clerk of the Superior Court of Cobb and Paulding County, Georgia.

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

(a) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.

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

(e) "Association" shall mean and refer to Governors Towne Club Homeowners' Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Georgia.

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

(g) "Builder" shall mean and refer to any Person (hereinafter defined) who is constructing a Dwelling on the Property.

(h) "Builder Program" shall mean and refer to those Builders designated by Declarant as Featured Builders who participate in the construction of Dwellings on the Property.

(i) "Bylaws of the Association" or the "Bylaws" shall mean and refer to those Bylaws of the Association, which govern the administration, and operation of the Association, as the same may be amended from time to time.

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

(k) "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Occupants and Owners, including, but not limited to, any maintenance areas, easement areas, rights-of-way, walkways, sidewalks, recreational areas, street lighting, signage, entrances and similar areas, as may from time to time be deemed "Common Areas," by the recordation of a final subdivision plat approved by all authorities, designating certain tracts or parcels of land as "Common Areas," less and except those properties that may from time to time be dedicated by either the Declarant or the Association to the public. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein.

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

(m) "Declarant" shall mean and refer to the Person (hereinafter defined) who has executed this Declaration, or any successor-in-title and assigns, provided any such successor-in title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the Property described in Exhibit "A" and Additional Property, if any, or any party who acquires said Person's interest with respect to the Property or Additional Property pursuant to Foreclosure of a Mortgage encumbering said Person's interest in the Property and Additional Property, and provided further in the instrument of conveyance to any such successor-in-title or assign, or in a separate instrument recorded in the Deed Records of Cobb and Paulding County, Georgia, such successor-in-title or assign is designated as the "Declarant" hereunder by the Person executing such instrument; provided further, upon such designation of a successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Property described in Exhibit "A" attached hereto, and which is now or hereafter subjected to this Declaration, there shall be only one Person entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

(n) "Declaration" shall mean and refer to all covenants, conditions, restrictions, charges, and liens set forth in this instrument and all amendments thereto, filed for record in the records of the Clerk of the Superior Court of Cobb and Paulding County, Georgia.

(o) "Development" shall mean and refer to the Property and all improvements located or constructed thereon, and any Additional Property submitted from time to time to the provisions hereof pursuant to Section 2.02.

(p) "Dwelling" shall mean and, refer to each improved Lot on which a residential dwelling has been constructed and completed within the Development.

(q) "Eligible Owner" and "Eligible Voter" shall mean and refer to a Member of the Association (as hereinafter defined) who is shown on the books or management of the Association to be current in the payment of all

assessments which are due and payable or less than thirty (30) days delinquent in any payment due the Association, and who has not had voting rights suspended for the infraction of any provision of the Declaration, the Bylaws, or any rule of the Association. If the voting rights of a Member have been suspended, that Member shall not be counted as an eligible vote for purposes of establishing a majority or a quorum for purposes of amending this Declaration.

(r) "Eligible Vote" shall mean and refer to the vote of a Member of the Association (as hereinafter defined) who is shown on the books or management accounts of the Association to be current in the payment of all assessments which are due and payable or less than thirty (30) days delinquent in any payment due the Association, and who has not had voting rights suspended for the infraction of any provision of the Declaration, the Bylaws, or any rule of the Association. If the voting rights of a Member have been suspended, that Member's vote shall not be counted as an eligible vote for purposes of establishing a majority or a quorum for the purpose of amending this Declaration.

(s) "Featured Builder" shall mean and refer to any Builder so designated by the Declarant to participate in the Builder Program.

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

(u) "Golf Club" shall mean and refer to the golf course and related club facilities located on the Golf Club Property; such facilities may include, by way of illustration, the eighteen hole golf course, golf driving range, putting green, golf cart paths, clubhouse, golf pro shop, locker room facilities, food and beverage facilities and other related facilities as may be developed or installed on the Golf Club Property. It is expressly understood and agreed that The Governors Towne Club, Inc. (including its successors, assigns and successors-in-interest) shall own the Golf Club; the Golf Club is not part of the Common Areas nor is it governed by the provisions of this Declaration except as specifically provided herein. No Owner or Occupant nor the Association shall have any rights in and to, or obligations with respect to, the Golf Course except as expressly and specifically provided herein.

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

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

(x) "Lease" shall mean and refer to regular, exclusive occupancy of a Dwelling by any person or persons other than the Owner; provided, however, for purposes of this Declaration, leasing shall not include exclusive occupancy by the child or parent of an Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Dwelling as such Owner's primary residence shall not constitute leasing hereunder.

(y) "Lot" shall mean and refer to an improved parcel of land located on the Property or on any Additional Property upon which it is intended by Declarant that a Dwelling shall be constructed and is designated as such on a plat recorded in the records of the county in which the Lot is located.

The term "Lot" shall also mean and refer to parcels of land presently owned by Declarant described in Exhibit "A" as part of the Property, which parcels have not yet been developed into lots via subdivision plat by Declarant, but which parcels Declarant hereby retains an option to further subdivide. Said parcel(s) of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until all the improvements constructed thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

(z) "Members of the Association" or "Members" shall mean and refer to Owners (as hereinafter defined) of Lots and Dwellings within the Development, but shall not include Builders unless the Builder is an Occupant (as hereinafter defined).

(aa) "Mortgage" shall mean and refer to a security deed, deed of trust, or mortgage, or other similar security instrument granting, creating,

or conveying a lien upon, a security interest in, or a security title to a Lot or Dwelling.

(bb) "Mortgagee" shall mean and refer to the holder of a Mortgage.

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

(dd) "Owner" shall refer to the record titleholder of a Lot or Dwelling, but shall not include a Mortgagee.

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

(ff) "Property" shall mean and refer to those tracts or parcels of land described in Exhibit "A" together with all improvements thereon, including, but not limited to, the Common Areas, roads, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, and other parcels of the Property, and upon submission to the provisions of this Declaration, any tracts or parcels of land hereafter annexed thereto, together with all improvements thereon. The term "Property" shall also include any appurtenant easements as may be obtained from time to time to benefit the Property, or any part thereof.

ARTICLE II

DEVELOPMENT

2.01 Development of Property. Except as otherwise set forth in Section 11.03, all Lots within the Development shall be and are hereby restricted exclusively to residential use and shall be subject to the standards and restrictions set forth herein. Notwithstanding any other provision of this Declaration, Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development (as defined in Section 2.02) to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by Declarant, including, without limitation, (i) installation and maintenance of any improvements in and to the Common Areas, (ii) changes in the location of the boundaries of any Lots or Dwellings owned by Declarant or of the Common Areas, (iii) changes in the boundaries between the Common Areas and any portion of the Property owned by Declarant (or any Additional Property submitted to the terms hereof), (iv) installation and maintenance of any water, sewer, and other utility systems and facilities, (v) installation of security and/or refuse facilities, and (vi) the right to further subdivide Lots in accordance with all applicable subdivision and zoning regulations, ordinances and statutes, including those parcels of land described as a portion of the total land set forth in Exhibit "A" hereto and any Additional Property, which parcels Declarant reserves the right, privilege and option of subdividing in accordance with applicable laws, ordinances and statutes.

2.02 Development of Additional Property. Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time Additional Property to become part of the Property. Declarant may exercise this option in accordance with the following rights, conditions and limitations, which are the only conditions and limitations on such option to add Additional Property to the Development:

a) The option may be exercised from time to time during a period of fifteen (15) years from the date of this Declaration; provided, however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such fifteen (15) year period by executing and filing an agreement evidencing such termination in the records of the Clerk of the

Superior Court of Cobb and Paulding County, Georgia. No other circumstances will terminate such option before the expiration of such fifteen (15) year period.

(b) The Additional Property may be added to the Development at different times, and there are no limitations fixing the boundaries of those parcels or regulating the order, sequence, or location in which any of such parcels may be added to the Development. The exercise of the option to submit Additional Property to the Declaration shall not bar the future exercise of this option as to other parcels of Additional Property.

(c) If Additional Property is added to the Development, Declarant reserves the right to designate the boundaries of the Lots and Dwellings, as well as the Common Areas, if any, to be added to the Development in connection therewith.

(d) Should the option to add Additional Property not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect.

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

The option reserved under this Section 2.02 may be exercised by Declarant only by submitting an approved subdivision plat describing the real property to be annexed to the Property and by including on such subdivision plat a statement that expressly sets forth the Declarant's intention to make such Additional Property subject to the provisions of this Declaration, which plat shall be filed in the records of the Clerk of the Superior Court of Cobb and Paulding County, Georgia. Declarant shall convey to the Association the Common Areas, if any, contained within the Additional Property, such conveyance to be subject to the lien of taxes not yet due and payable, all easements and restrictions of record, utility easements serving or otherwise encumbering the Property and/or the Additional Property, and any exceptions which would be disclosed by an accurate survey or physical inspection of such parcel(s). Any such plat shall expressly submit the Additional Property or such portion thereof to all the provisions of this Declaration, and upon the exercise, if any, of such option or options, the provisions of this Declaration

shall then be construed as embracing the real property described in Exhibit "A" and the Additional Property or such portion or portions thereof so submitted to terms hereof, together with all improvements located thereon without the need to amend this Declaration.

If Additional Property is added to the Development, then from and after the addition to the Development of Additional Property the number of votes in the Association shall be increased by the number of Dwellings to be located on the Additional Property so that there shall continue to be one vote in the Association per Dwelling in the Development.

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

2.04 Interest Subject to Plan of Development. Every Lot and every Dwelling within the Property and the Additional Property is subject to the plan of Development. Every purchaser, Mortgagee and lien holder of a Lot or Dwelling shall take title and shall hold interest in such Lot or Dwelling subject to the plan of Development and the terms of this Declaration, as amended from time to time, which specifically includes the Declarant's right to submit Additional Property to the Declaration and to Membership in the Association as provided herein. Notwithstanding any other provision of this Declaration, so long as Declarant has the right to appoint Directors, the provisions set forth in this Article II shall not be abrogated, modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of Declarant.

2.05 Subdivision Plat. Declarant reserves the right to record, modify, amend, revise, and add to, at any time and from time to time, a subdivision plat(s) setting forth such information as Declarant may deem necessary with regard to the Development including, without limitation the locations, further subdivisions, and dimensions of the Lots, Dwellings, Common Areas, Additional Property, roads, utility easements and systems, drainage easements and systems, right-of-way easements, and set-back line restrictions and Declarant's intention to make such real property subject to the provisions of this Declaration.

ARTICLE III

PROPERTY RIGHTS

3.01 General. Each Lot and Dwelling shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of this Declaration, including, without limitation, the provisions of this Article III. The ownership of each Dwelling shall include, and there shall pass with each Dwelling as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to, membership in the Association. Each Owner of a Dwelling shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title or successor-in-interest to his Dwelling. Upon any transfer of interest, such former Owner shall simultaneously transfer and endorse to his successor any certificate or other evidences of his membership in the Association. Except as provided in Sections 2.01, 2.04 and 3.07 hereof, Lots shall not be subdivided, and the boundaries between Lots shall not be relocated, unless the relocation thereof is made with the consent of the Declarant, so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two or more Lots into a larger parcel in order to create a Dwelling site larger than one Lot; such combined Lot having one vote. Each Lot in the subdivision shall be subject to easements, if any, which are shown on the plat as affecting such Lot.

3.02 Owner's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the Bylaws and the terms hereof, every Owner, his family, tenants, and guests shall have a non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Areas (including, without limitation, the right of pedestrian and vehicular access, ingress, and egress over the portions of the Common Areas designated for such use and the right of use of recreational facilities as erected and maintained by or on behalf of the Association), which right and

easement shall be appurtenant to and shall pass and run with the title to each Lot and Dwelling, subject to the following provisions:

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

(b) The rights and easements reserved to Declarant in Section 3.05 of this Declaration.

(c) The right of the Association's Board of Directors to grant and accept easements as provided in Section 3.08 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to Cobb and Paulding County, Georgia, or to any other public or private utility, or other person, provided that any such transfer of the fee simple title must be approved by a majority of the Eligible Members of the Association present in person or by proxy at a meeting of the Association and Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development.

(d) The rights and easements reserved in Section 3.10 hereof for the benefit of the Association, its directors, officers, agents, and employees.

(e) The rights and easements reserved in Section 3.11 hereof for the benefit of Additional Property.

(f) The rights of the holder (and its successors and assigns) of any Mortgage which is prior in right of superiority to the rights, interests, options, licenses, easements, and privileges herein reserved or established.

(g) The rights of Declarant to limit appurtenant utility and drainage easements to certain Lots within the Development; it being provided that although certain appurtenant easements may be created to serve less than all Lots, that any cost related to any maintenance, repair, replacement or construction of improvements within said easements may be deemed by the Association's Board of Directors to be "Common Expenses" of the entire Association.

3.03 Access. All Owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times. There is reserved unto Declarant, the right and privilege, but not the obligation, (i) to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development, and (ii) to require payment of toll charges for use of roads within the Development by permitted commercial traffic or by members of the general public, provided that in no event shall any such tolls be applicable to any Owners or their families, tenants, or guests, or to Declarant or other individuals designated by Declarant; and provided further that as long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development such tolls shall be subject to Declarant's prior approval.

3.04 Delegation of Use. Subject to the terms and provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors, every Owner may share his right of use and enjoyment in and to the Common Areas and the improvements thereon, if any, with the members of his family, guests, invitees, or occupants. 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, including, but not limited to, the use of any and all recreational facilities.

3.05 Easements for Declarant. During the period that Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to submit additional Property to the Development, Declarant shall have alienable and transferable rights-of-way easements in, on, over, through, under, and across the Common Areas for the purpose of

constructing Dwellings and other improvements in and to the Lots and the Additional Property for:

(a) Installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof.

(b) The purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event should Declarant have the obligation to do any of the foregoing.

(c) Use as sales offices, model homes, and parking spaces in connection with its efforts to market Lots and Dwellings.

(d) The maintenance of such other facilities, equipment, and signs as in the sole discretion of Declarant may be reasonably required, convenient, or incidental to the completion, improvements, and sale of Lots and Dwellings.

(e) Access, ingress, and egress to the Common Areas and improvements thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners to the use of the Common Areas.

3.06 Title to Common Areas. Declarant may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of the Owners. The Association hereby covenants and agrees to accept from Declarant all such conveyances of real and personal property. Notwithstanding any legal presumption to the contrary, the fee simple title to such real and personal property designated as Common Areas or for public use, together with all rights therein, shall be reserved to Declarant until such time as the real and/or personal property is conveyed to the Association or to any municipality or other governmental body, agency, or authority.

3.07 Changes in Boundaries: Additions to Common Areas. Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, any Lots or Dwellings owned by Declarant, including the realignment of boundaries

between adjacent Lots or Dwellings owned by Declarant, and to further subdivide the Property, subject to all applicable ordinances, statutes, and regulations. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any portion of Additional Property, such real property to be conveyed to the Association as an addition to the Common Areas and subject to the title exceptions set forth in Section 2.02 hereof. Furthermore, Declarant reserves for itself, its affiliates, successors, and assigns the right, but shall not have the obligation, to convey by quit claim deed to the Association at any time and from time to time, as an addition to the Common Areas, such other portion of the Development owned by Declarant as it, in its discretion, shall choose.

3.08 Easements for Utilities and Public Services.

(a) There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from Cobb and Paulding County, Georgia or any other public authority or agency, public service district, public or private utility, or other person, upon, over, under, and across: (i) all of the Common Areas, (ii) those portions of all Lots and Dwellings, and (iii) other properties as are reasonably necessary for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems, and retention ponds and facilities for the Development or any portion thereof, and electrical, gas, telephone, water, and sewer lines, provided that such easements shall not unreasonably affect the developability, marketability, or value of any such Lot or Dwelling. Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board of Directors; provided, however, that for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easements. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or service, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar

action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems; provided, however, that such utility company or other supplier or service shall take reasonable actions to repair, in a workmanlike manner, any damage caused by such utility company or other supplier or service during the exercise of any rights conveyed under any easement granted hereunder.

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

3.09 Easements for Perimeter Wall. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over, and across those strips of land fifteen (15) feet in width located along those boundaries of all Lots and all Dwellings that constitute part of the perimeter boundary of the Development, such easement to be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall, fence and/or landscaping around the perimeter boundary of the Development, provided that Declarant shall have no obligation to construct any such perimeter wall, fence or landscaping. Only in the event that Declarant, its successors or assigns, constructs a perimeter wall, fence and/or landscaping around the perimeter boundary of the Development, shall Association assume responsibility for perpetual maintenance, repair and/or replacement of such perimeter wall, fence and/or landscaping.

3.10 Easement for Association. There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon the outdoor portions of any Lot or Dwelling or any portion thereof 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 then, whenever practicable, only upon advance notice to the Owner or Occupant of the Lot or Dwelling directly affected.

3.11 Easements for Additional Property. There is hereby reserved in Declarant, and its successors, assigns and successors-in-title to the Additional Property (if said rights are granted by Declarant to such successors, assigns and successors-in-title), for the benefit of and as an appurtenance to Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for (i) pedestrian and vehicular ingress, egress, and parking, across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas or within easements serving the Common Areas, (ii) the installation, maintenance, repair, replacement, and use within the Common Areas and those portions of Lots or Dwellings encumbered pursuant to Section 3.09 hereof of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna/and or cable system lines, and (iii) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

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

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

(a) Environmental Protection Enforcement. All Owners and Builders hereby acknowledge and agree to comply with the National Pollutant Discharge Elimination System ("NPDES"). All Owners and Builders are deemed to be on notice of the requirements and obligations imposed by the NPDES, and no further notice shall be required for the enforcement of this provision. Any Owner or Builder who fails or refuses to discharge properly its obligations with regard to implementation, maintenance, cleaning, repair, or replacement of erosion control shall be subject to reasonable fines imposed by the Association. In addition to fines, notwithstanding anything herein to the contrary: (i) in the event of any default or violation of the requirements of the NPDES by an Owner or Builder, the Declarant and/or the Association may perform the necessary implementation, cleaning, repairs, maintenance or replacement at the sole cost and expense of such Owner or Builder without prior notification to such Owner or Builder; and (ii) the Association may establish a monthly fee sufficient to cover the costs and expenses of implementation and oversight in regard to this Section 3.13(a) and for actions taken hereunder; and (iii) any cost or expense for such actions (including the fee set forth herein) shall be assessed as an Individual Assessment, as provided in this Declaration and become a part of the Assessment which is the personal obligation of such Owner and shall become a lien against such Lot or Dwelling.

3.14 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns the alienable and transferable right and easement in and to the Property, including the Common Areas, for the maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and/or marketing and sale of Lots, Dwellings, Common Areas, or the Additional Property, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development.

3.15 Recreational Facilities. Subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors, every Owner and his family, and guests shall have the non-exclusive right, privilege, and easement of access to and the use and enjoyment of the recreational area and such other recreational facilities and amenities as are now or hereafter located in the Common Areas. Pursuant to the terms of this article, an Owner may assign to

the tenant of his Lot or Dwelling such Owner's rights of access to and use of said recreational facilities so that such tenant, his family and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the same basis as an Owner and his family and guests.

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

(a) Utility Easements. The right and easement for the installation, maintenance, repair, replacement, and use within the Common Areas and those portions of Lots and Dwellings encumbered pursuant to Section 3.08 hereof of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines, and the right and easement for the drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon, such rights to be limited and restricted as set forth in Section 3.08 hereof.

(b) Pedestrian and Golf Cart Paths. The right and easement on, over, and across the Common Areas, and such portions of the Lots and Dwellings within five (5) feet of any boundary line of any Lot for all members, guests and other authorized users of the golf course located on the Golf Club Property for the use of pedestrian and golf cart paths located in such portions of the Development and serving the golf course located on the Golf Course Property.

(c) Construction, Maintenance, and Repair. The right and easement on, over, through, under, and across the Common Areas and such portions of the Lots and Dwellings as are described in Section 3.16(b) above for the purpose of construction such improvements on the Golf Club Property or such portions of the Development as Club Owner shall desire from time to time and for maintaining, repairing and replacing such improvements, provided that the only such improvements to be construction on such portion of the Development shall be pedestrian and golf cart paths and related directional signage, and provided further Club Owner shall not use such easement so as to unreasonably interrupt or interfere with any Owner's use of the Common Areas or such portions of the Lots and Dwellings and shall

promptly repair and restore any damage to said Common Areas and such portions of the Lots and the Dwellings caused by the use of the right and easement granted herein. In addition, there is hereby reserved for the benefit of Club Owner, its agents, employees, successors, and assigns, the right and easement to enter upon any unimproved portions of the Lots and Dwellings which are located within thirty (30) feet from the water's edge of any lake, pond, or other body of water located on the Golf Club Property, for the purpose of mowing such area and keeping the same free and clear from unsightly growth and trash, as well as for the purpose of maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

(d) Golf Course Maintenance. The non-exclusive right and easement over and across the portions of the Common Areas, each Lot, and all unimproved portions of each Dwelling which are adjacent to the fairways and greens of the golf course or courses located on the Golf Club Property. This reserved right and easement shall permit, but shall not obligate, Club Owner and its agents, employees, successors, and assigns with respect to the Golf Club Property, to go upon any such portions of the Common Areas, and such Lot or Dwelling to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, watering, application of fertilizer, mowing, and the removal of underbrush, stumps, trash or debris, and trees of less than two (2) inches in diameter. The area encumbered by this easement shall be limited to the portion of the Common Areas and such Lots and Dwellings within thirty (30) feet of those boundary lines of the Common Areas and such Lots and Dwellings which are adjacent to such fairways or greens or adjacent to lakes, ponds, or other bodies of water abutting and golf course; provided, however, the entire Lot and all unimproved portions of such Dwellings shall be subject to such easement until the landscaping plan for such Lot or Dwelling has been approved and implemented pursuant to Section 10.06 hereof.

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

or other vehicle, nor to spend an unreasonable amount of time on any such Lot, Dwelling, or the Common Area, or in any way commit a nuisance while on such portion of the Development.

(f) Landscaping Plan Approval. In addition to the provisions of Article X hereof, the landscaping plan for any Lots, Dwellings and the portions of the Common Areas adjacent to any golf course located on the Golf Club Property shall, for that portion of such Lot, Dwelling, or Common areas which is within thirty (30) feet of any such golf course, be in general conformity with the overall landscaping plan of such golf course, and shall be subject to Club Owner's prior right of approval, which approval shall not be unreasonably withheld. To promote a suitable and attractive open space atmosphere, no fence, wall, shrubbery, building, or other structure will be permitted within said thirty (30) foot portion of those Lots, Dwellings, or portions of the Common Areas which are adjacent to the fairways or greens of such golf course, without the prior written approval of the Architectural Standards Committee and the Club Owner. There is hereby reserved over and across said thirty-foot (30') portion of said Lots, Dwellings, and Common Areas the right and easement of light, air, and view for the benefit of the adjacent golf course located on the Golf Course Property.

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

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.01 Membership. Every Owner of a Lot or Dwelling shall be deemed a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling, and said ownership of a Lot or Dwelling shall be the only qualification for such membership. In the event that fee simple title is transferred or otherwise conveyed, then membership in the Association, which is appurtenant thereto, shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to this transferee certificates or other evidences of such membership. Membership is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Membership does not include Featured Builders who are in the Builder Program, but does include all other Builders who are in the process of constructing a Dwelling on a Lot within the Development for so long as such Lot or Dwelling is primarily for the purpose of sale. Notwithstanding the foregoing, Builders and Featured Builders shall be subject to all restrictions and other provisions of this Declaration, including, but not limited to, fines and Individual Assessments as provided for in Sections 5.04 and 9.05 hereof. A Builder or Featured Builder shall be considered an Owner for purposes of this Declaration upon occupying, leasing, renting or permitting any Person to occupy, lease or rent any such Dwelling. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more Persons, shall have more than one membership per Lot or Dwelling. The rights and privileges of membership may be exercised by a Member or a Member's spouse but in no event shall more than one vote be cast or more than one office held for each Lot or Dwelling, and further provided that a Member casting a vote or holding an office with respect to his Lot or Dwelling shall not be entitled to an additional vote for the Lot upon which his Dwelling is located. When more than one person holds an interest in any Lot or Dwelling, the vote for such Lot or Dwelling shall be exercised by those Owners of such Lot or Dwelling as they themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting of the Association. In the absence of such advice, the vote appurtenant to such Lot or Dwelling shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot or Dwelling is equal and each Member shall have one vote. Each Owner, by acceptance of a deed

or other conveyance for a Lot or Dwelling consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of Additional Property to the terms of this Declaration as provided herein.

4.02 Audubon International. In order to preserve the natural setting and beauty of the Development and to promote and encourage environmental stewardship, the Association is a member of Audubon International, a not-for-profit environmental organization concentrating on sustainable development and wildlife and habitat management. Each Owner is encouraged to participate in The Audubon Cooperative Sanctuary Program for Backyards and to complete all reasonable requirements for Certification as required by Audubon International.

ARTICLE V

MAINTENANCE

5.01 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his or its Lot or Dwelling as the case may be, in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. The Architectural Standards Committee shall have sole discretion in determining whether an Owner has fulfilled his maintenance obligations hereunder. As provided in Section 5.04 hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner but which responsibility such Owner fails or refuses to discharge. No Owner shall (i) decorate, change, or otherwise alter the appearance of any portion of exterior surfaces of a Dwelling or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is first approved, in writing, by the Architectural Standards Committee as provided in Article X hereof, nor shall any Owner do any work which, in the reasonable opinion of the Architectural Standards Committee, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament thereto, without obtaining the written approval of the Architectural Standards Committee.

5.02 Association's Responsibility. Except as may be otherwise specifically provided herein, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair, and replacement of (i) all roads, walks, trails, parking lots, fences, landscaped areas, recreational areas, and other improvements made by Declarant or the Association situated within the Common Areas or within easements encumbering Lots or Dwellings, pursuant to Section 3.06 and 3.09 hereof, (ii) such security systems and utility lines, pipes, plumbing, wires, ducts, and related systems which are a

part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility, or other person, and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping and all lakes and ponds situated within or upon the Common Areas and, (iv) all retention areas and facilities constructed by Declarant or the Association wherever located. The Association shall not be liable for injury or damage to any person or property caused by the elements or by any Owner, Builder, or any other person, resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas or caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or Builder for loss or damage, by theft or otherwise, of any property of such Owner or Builder which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

5.03 Builder's Responsibility. In the event that a Builder ceases construction on a Lot or Dwelling for more than thirty (30) days, Declarant or the Board of Directors shall have the right, but not the obligation, to finish the exterior of the Dwelling in a workmanlike manner and maintain the Lot, keeping it free of trash and debris to prevent devaluation of other Lots and Dwellings in the Development. All costs incurred by the Association in order to finish the exterior of the Dwelling, as well as maintenance costs, shall be charged by the Declarant or the Association to said Builder. Both Declarant and the Association shall endeavor but shall not be required to follow the Builder's plans in completing the exterior of Dwelling. Should said Builder fail to reimburse Declarant or the Association for costs incurred, said costs shall, at Declarant or the Association's option, become a lien against such Lot or Dwelling. Notwithstanding the foregoing, the provisions of this Section 5.03 shall not apply if such cessation occurs prior to the commencement of grading the Lot.

5.04 Enforcement of Maintenance Obligations. In the event that Declarant or the Board of Directors determines that: (i) any Owner or Builder has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement which is the responsibility of such Owner or Builder hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner or Builder, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Declarant or the Association, except in the event of emergency situations which endanger life, health, safety or property, may give such Owner or Builder 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 or Builder and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations endangering life, health or property, such Owner or Builder, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. The fifteen (15) day notice requirement provided herein shall not apply to landscape maintenance, in which case such Owner or Builder shall have forty-eight (48) hours from the issuance of written notice to maintain the Lot. In the event of emergency situations or the failure of any Owner or Builder to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner or Builder, and said cost shall be assessed as an Individual Assessment, as hereinafter provided. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement on behalf of the Association, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

6.01. Insurance.

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

(b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas (and other appurtenant easements, as may be deemed necessary by the Board of Directors), and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide One Million Dollars (\$1,000,000) minimum coverage and such over coverages as are determined to be necessary by the Board of Directors.

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

(d) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under any policy obtained by the Association and hereafter in force with respect to the Development shall be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as

permitted by law, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in the State of Georgia.

(ii) All property insurance policies shall be for the benefit of the Association and, to the extent that Declarant owns any portion of the Common Areas, to the benefit of Declarant, as their interests may appear, their successors and assigns.

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

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

(v) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including without limitation, the Association's manager.

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

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

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

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

(e) The Association and the Board of Directors shall not have any obligation to provide insurance for any Lot or Dwelling. It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and Dwelling.

6.02 Damage or Destruction to Common Areas. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, shall mean repairing or restoring the damaged property to substantially, the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated in applicable building codes. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development, together with at least seventy-five percent (75%) of the total Eligible Vote of the Association, shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners of Dwellings, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an

amount sufficient to provide funds to pay such excess costs of repair or reconstruction. Such a special assessment shall be levied against the Owners of Dwellings equally in the same manner as annual assessments are levied, and additional assessments may be made at anytime during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessment shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, state, and attractive condition.

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

ARTICLE VII

CONDEMNATION

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

(a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking, Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development, together with at least seventy-five percent (75%) of the total membership of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Directors, the Architectural Standards Committee, and by Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development. If the award or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

(b) If the taking, or sale in lieu thereof, does not involve any improvements to the Common Areas, or if there are net funds remaining after

any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

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

7.02 Condemnation of Lots or Dwellings.

(a) In the event that all or any part of a Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot or Dwelling responsible for the maintenance and repair of such Lot or Dwelling, as the case may be, elects not to restore the remainder of the Lot or Dwelling, then such Owner making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot or Dwelling and any remaining undamaged improvements thereon in a clean, orderly, safe, and attractive condition. In addition, if the size or configuration of such Lot or Dwelling remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean orderly, safe, and attractive condition referred to above, of deeding the remaining portion of the Lot or Dwelling to the Association (at no cost to the Association) as a part of the Common Areas, and thereafter any such Owner shall not have any further voting rights, membership rights, or privileges in the Association or with respect to the Development. In turn, said Owner shall

not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

(b) In the event that any part of the Lot or Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot or Dwelling responsible for the maintenance and repair of such Lot or Dwelling elects to restore the remainder of the Lot or Dwelling, such Owner making such election shall restore such remainder of such Lot or Dwelling as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Declaration (including, without limitation, Article X hereof) and all applicable zoning laws. Such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion in a reasonable amount of time.

ARTICLE VIII

ADMINISTRATION

8.01 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Members set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof. Except to the extent otherwise required by the provisions of the Official Code of Georgia Annotated relating to nonprofit corporations, this Declaration, the Bylaws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Members. As provided in Section 13.01 hereof, and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur:

(a) the expiration of fifteen (15) years after the date of the recording of this Declaration; or

(b) the date upon which all of the Property has been conveyed by Declarant to Owners other than a Person or Persons constituting Declarant; or

(c) the surrender by Declarant, its successors and assigns, of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant in the records of Cobb and Paulding County, Georgia.

Each Owner by acceptance of a deed to or other conveyance of a Lot or Dwelling vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 8.01 and by Section 13.01 hereof.

8.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the Official Code of Georgia Annotated relating to nonprofit corporations, this Declaration, the Bylaws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Official Code of Georgia Annotated, this Declaration, the Bylaws, or the Articles of Incorporation, the provisions of the Official Code of Georgia Annotated, this Declaration, the Articles of Incorporation and the Bylaws, in that order, shall prevail, and each Owner of a Lot or Dwelling, by acceptance of a deed or other conveyance thereof, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more Lot and/or Dwelling and to hold, lease, mortgage, sell, and convey the same. Such duties may include, but shall not be limited to, arranging with governmental agencies, public services districts, public or private utilities, or others as a Common Expense or by billing directly to Lots and Dwellings, to furnish trash collection, water, sewer, and/or security service to the Lots and Dwellings. For so long as Declarant shall own any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

8.03 Agreements. Subject to the prior approval of Declarant for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors and assigns, and all others having an interest in the Development or the privileges of possession and enjoyment of any part of the Development; and in performing its responsibilities hereunder, the Association, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined from time to time by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part

thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any Person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers or duties specifically and exclusively reserved to the directors, officers, or Members of the Association by this Declaration or the Bylaws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Directors may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the Bylaws, or the rules and regulations of the Association.

8.04 Management Agreement. Governors Towne Club Development, Inc. or an affiliate shall be employed as the manager of the Association and the Development and shall be paid reasonable compensation for such services for such period as Declarant has the right to appoint and remove officers and directors of the Association. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, shall be deemed to ratify such management agreement.

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

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

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

ARTICLE IX

ASSESSMENTS

9.01 Purpose of Assessments. The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Dwellings within the Development and maintaining the Development and improvements therein, all as may be more specifically authorized by the Board of Directors.

9.02 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Dwelling by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, as well as any Occupant who resides at the Dwelling, is deemed to covenant and agree to pay to the Association:

(a) Annual Assessments, such Assessments to be established and collected as provided in Section 9.03 hereof,

(b) Special Assessments, such Assessments to be established and collected as provided in Section 9.04 hereof, and

(c) Individual or specific Assessments against any particular Lot or Dwelling which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot or Dwelling in accordance with Article XII hereof.

Any such assessments, together with late charges, simple interest at the maximum legal rate, court costs, and attorneys' fees actually incurred to enforce or collect such fines or Assessments, shall be an equitable charge and a continuing lien upon the Lot or Dwelling, the Owner of which is responsible for payment. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments shall be required. Each Owner shall be personally liable for Assessments coming due while he is the Owner of a Lot or Dwelling, and his grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien thereon, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid Assessments shall not apply to the holder of any first priority institutional Mortgage or the holder of any Mortgage securing a loan made by Declarant, its affiliates, successors, or assigns, who takes title to a Lot or Dwelling through Foreclosure, or to any purchaser of such Lot or Dwelling at such foreclosure sale. In the event of co-

Ownership of any Dwelling, all such co-Owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed from time to time by the Board of Directors.

9.03 Computation and Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual Assessments to be levied against the Lots and Dwellings for the following year to be delivered to each Member at least fifteen (15) days prior to such annual meeting. The total annual Assessments shall be divided among the total Dwellings planned, which may be modified from time to time by Declarant, so that each Lot or Dwelling shall be subject to equal annual Assessments. Upon the addition of Additional Property to the Development, Assessments shall continue to be equal, and the Assessments against those Lots and Dwellings being added to the Development shall be equal to those imposed upon the Lots and Dwellings theretofore assessed. In such event, the Association's budget shall be accordingly revised by the Board, without the necessity of approval by the Members, to include Common Expenses and Assessments related to such additional Lots and Dwellings. The budget and the annual Assessments as proposed by the Board of Directors shall become effective unless disapproved at the annual meeting by either (i) Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association, or (ii) a vote of fifty-one percent (51 %) of the total Eligible Votes of the Association which votes must be cast in person or by proxy at such meeting; provided, however, if a quorum is not obtained at the annual meeting, then the budget shall become effective even though a vote to disapprove the budget could not be called at the meeting. Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual Assessments in effect for the then current year shall be implemented for the succeeding year, until a new budget shall have been approved by the Board of Directors and submitted to the Members as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a Special Assessment as provided in Section 9.04 hereof.

The Common Expenses to be funded by the Annual Assessments may include, but shall not necessarily be limited to the following:

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

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

(iii) the cost of any policies of insurance purchased for the benefit of all the Owners and the Association as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owners;

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

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

(vi) the expenses of the Architectural Standards Committee, including administrative and professional expenses, which are not defrayed by plan review charges;

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

(viii) in the discretion of the Board, the expenses for conducting recreational, cultural, or other related programs for the benefit of the Members and their families, tenants, guests, and invitees;

(ix) the expenses for membership on behalf of the Association in Audubon International, or any subsidiary thereof, administering the Audubon Cooperative Sanctuary System;

(x) the expenses of administering the requirements of the NPDES (The National Pollutant Discharge Elimination System) and other such environmental laws and regulations as may be applicable and necessary for the development of the Property or the administration of the Development;

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

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

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

9.04 Special Assessments. The Association, acting through its Board of Directors, may levy, in any Assessment year, Special Assessments for Common Expenses, provided that except as otherwise permitted in Sections 6.02 and 7.01 hereof, any such Assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add Additional Property to the Development, and (ii) a majority of the Eligible Votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 9.07 hereof. The Board of Directors may make such Special Assessments payable in installments over a period

which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such Special Assessments are to be prorated among the Lots and Dwellings equally as provided with respect to Annual Assessments.

9.05 Individual Assessments. Any fines imposed pursuant to the terms of this Declaration or the Bylaws, or any expenses of the Association occasioned by the conduct of less than all of the Owners, Builders, or by the family, tenants, agents, guests, or invitees of any Owner or Builder shall be specially assessed against such Owners or Builders and their respective Lots or Dwellings. The individual Assessments provided for in this Section 9.05 shall be levied by the Board of Directors and the amount and due date of such Assessment so levied shall be specified by the Board, subject to notice and other requirements as provided herein or in the Bylaws.

9.06 Initiation Fee. In addition to the other Assessments set forth in this Article IX, the Board of Directors of the Association and/or the Declarant may require the payment of initiation fees. Said initiation fee may be required to be payable each and every time a Lot or Dwelling is transferred from one Owner to another Owner, and such fees may be used in the Association's discretion for any purpose for which the Association may hold or disburse funds as contemplated in this Article IX.

9.07 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association as well as any other meeting called for the purpose of taking any action authorized under Sections 9.03 and 9.04 hereof, shall be sent to all Members not less than fifteen (15) days nor more than forty-five (45) days in advance of such meetings. The Association shall send said notice to the Member at the Dwelling address, unless otherwise specified by the Member. The presence of Members in person or by proxy entitled to cast over twenty percent (20%) of all the votes of the Association shall constitute a quorum at any annual or special meeting of the Association. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of Members having over ten percent (10%) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Notwithstanding such reduced quorum requirement at a subsequent meeting, a minimum vote of fifty-one percent (51%) of all the Eligible Votes of the Association shall be required to disapprove the Association's budget.

9.08 Liens. All sums assessed against any Lot or Dwelling pursuant to this Declaration, together with court costs, reasonable attorneys' fees actually incurred, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot or Dwelling in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot or Dwelling except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority Institutional Mortgage or on any Mortgage to Declarant, or its affiliates, successors or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of Assessments to the lien of such Mortgages shall only apply to such Assessments, which have become due and payable prior to a Foreclosure. All other persons acquiring liens or encumbrances shall be inferior to such future liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such, liens or encumbrances.

9.09 Effect of Nonpayment: Remedies of the Association. Any Assessments provided for herein, or any portions thereof which are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than thirty (30) days after the date assessed shall incur a reasonable late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the maximum legal rate. A lien and equitable charge as herein provided for each Assessment shall attach simultaneously, and if an Assessment has not been paid within ninety (90) days, the entire unpaid balance of the Annual Assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the maximum legal rate, all costs of collection (including reasonable attorneys' fees and court costs actually incurred), and any other amounts provided or permitted hereunder or by law. In the event that the Assessment remains unpaid after ninety days (90) from the original assessment date, then, in addition to all other available remedies, the Association may, as the Board shall determine institute suit to collect such amounts, and to foreclose its lien, or to bring any other action at law or in equity to collect the indebtedness. The equitable charge and lien provided for in this Article IX shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot or Dwelling vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner

as other liens for the improvement of real property. The Association shall have the power to bid on the Lot or Dwelling at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein for any reason whatsoever, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot or Dwelling, and an Owner shall remain personally liable for Assessments, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot or Dwelling. As an additional remedy, but in no way as a limitation on the other remedies set forth herein, if any Assessment, interest, costs, or other charge is not paid as required in the Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: to sell said Lot, Lots, Dwelling or Dwellings subject to the lien at auction, at the usual place for conducting sales at the courthouse in Cobb and Paulding County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriffs advertisements for Cobb and Paulding County, Georgia are published, and such notice, if any, as may be required at such time under or other applicable statute as then in effect, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or its , may bid and purchase at such sale and thereon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution or power of sale herein granted depends, and, each Owner hereby constitutes and appoints the Association and its , the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or its , shall be binding and conclusive upon the Owner whose property is the subject of such sale, and that the conveyance to be made by the Association or its , shall be effectual to bar all equity of redemption in such Owner, or the successors in interest of such Owner, in and to said Lot, Lots, Dwelling or Dwellings, and the Association or its shall collect the proceeds of such sale, and after reserving therefrom the entire amount of Assessment, interest thereon, costs and other charges due, together with all costs and expenses of sale and reasonable attorneys' fees actually incurred, shall pay any excess to such Owner, or the heirs or of such Owner as provided by law. The power and agency herein granted are coupled with an interest, are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law. Each Owner, by acceptance of a deed conveying a Lot or Dwelling subject to this Declaration, waives any right which he may have under the Constitution or

Laws of the State of Georgia or the Constitution or Laws of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided by this Declaration, and each Owner waives his rights, if any, to set aside or invalidate any sale duly consummated in accordance with the provisions of this Declaration on the ground that the sale was consummated without a prior judicial hearing.

9.10 Certificate. Any Lot Owner, Mortgagee of a Lot, person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid together with late charges and interest applicable thereto against that Lot. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Such certificate shall be conclusive evidence of payment of any Assessments stated therein to have been paid.

9.11 Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to each Lot or Dwelling on the day on which such Lot or Dwelling is conveyed to a Person other than Declarant or a Featured Builder in the Builder Program, unless said Builder is an Occupant as defined herein, and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual Assessments and any outstanding Special Assessments shall be adjusted for such Lot or Dwelling according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Dwelling is first conveyed. Annual and Special Assessments for Lots or Dwellings in portions of the Additional Property hereafter submitted to the terms of this Declaration shall commence with respect to each such Lot or Dwelling as provided hereinabove. Notwithstanding anything contained herein to the contrary, no Lot owned by the Declarant or by a Featured Builder in the Builder Program shall be subject to Annual or Special Assessments until a Dwelling has been constructed on such Lot and such Lot has been either (i) conveyed to an Owner, or (ii) occupied as a Dwelling. Declarant and all Builders covenant and agree to pay Annual and Special Assessments for each Dwelling owned by Declarant, Builders, or an affiliate, which is an occupied Dwelling.

9.12 Contribution by Declarant. For so long as Declarant has the authority to appoint and remove directors and officers of the Association, Declarant shall not be liable for the payment of any Assessments. Provided, however, during said period Declarant shall advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for any reserve allowance), and the sum of initiation fees, annual, special, and individual Assessments collected by the Association in any Assessment year, and such advances shall be evidenced by promissory notes from the Association to Declarant with interest not to accrue until demand, at which time interest shall commence to accrue at the prime rate quoted in The Wall Street Journal, as from time to time adjusted, until such advances are paid in full.

ARTICLE X

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

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

10.02 Architectural Standards Committee. The Board of Directors shall establish the Architectural Standards Committee which shall consist of up to five (5) but not less than three (3) members, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Association, such members do not have to be Owners. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association or such other date as the Board shall determine from time to time. The Board may remove with or without cause any member appointed 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. Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Standards Committee by the Board shall be subject to the prior approval of Declarant until that date which is one (1) year from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated. The Architectural Standards Committee shall elect a chairman and he, or in his absence, the vice chairman shall be the presiding officer at its meetings. Architectural Standards Committee meetings shall be held at such times and places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority shall constitute the action of the Architectural Standards Committee on any matter before it. The Architectural Standards Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Standards Committee in performing its functions set forth herein. The Architectural Standards Committee may establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape

architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof, which fee may be assessed to the Owner as an Individual Assessment which is the personal obligation of the Owner and shall become a lien against such Lot or Dwelling.

10.03 Permitted Improvements: Standards.

(a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except (i) for Dwellings and other improvements which are constructed by Declarant, including, but not limited to, Declarant's option to further subdivide and develop the remaining parcels of the Property not heretofore developed and subdivided, it being provided, however, that once said parcels are developed, that any improvements contemplated thereon shall be subject to this Article X, (ii) such improvements as are approved by the Architectural Standards Committee in accordance with this Article X, or (iii) improvements which, pursuant to this Article X or the Standards, do not require the consent of the Architectural Standards Committee.

(b) The Architectural Standards Committee is hereby authorized to promulgate from time to time written architectural standards, policies, and guidelines (hereinafter the "Standards") governing the construction, location, landscaping and design of improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 10.05, 10.06, and 10.08 hereof. Any such Standards published by the Architectural Standards Committee shall be binding and enforceable on all Owners with respect to all improvements in the Development requiring the approval of the Architectural Standards Committee.

(c) If specifically so provided in the Standards, certain structures may be constructed, installed or maintained without prior, written Architectural Standards Committee approval, ***only if constructed in strict compliance*** with the Standards. Unless the Standards specifically provide otherwise, then any structure, improvement or modification shall require prior, written Architectural Standards Committee approval, even if the proposed construction complies with the Standards. The Architectural Standards Committee may, at its option, publish an advisory schedule of fines for certain common violations, provided, however, that the schedule of fines shall be for general guidance only, and actual fines may be applied on a case by case basis other than as shown in the schedule of fines. The

Architectural Standards Committee may repeal, restate, revise or change the Standards from time to time without prior notice.

10.04 Construction of Improvements.

(a) No construction of improvements on any Lots or Dwellings shall be undertaken or conducted on Sundays except for (i) construction activities of Declarant, (ii) emergency situations involving the potential loss, injury, or damage to persons or property, (iii) as otherwise permitted by prior written approval of the Architectural Standards Committee.

(b) Dwellings may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Dwelling is located have been completed and a certificate of occupancy for such Dwelling has been issued, unless otherwise specifically agreed to in writing by the Architectural Standards Committee. **No temporary house, shack, tent, barn, or other out building shall be permitted on any Lot or Dwelling at any time**, except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, **nor shall any stable, storage shed, poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot or Dwelling.** Construction of all Dwellings shall be completed within one (1) year of the commencement date of said construction. During the continuance of construction by a Builder or Owner, such Builder or Owner shall require its contractors to maintain the Lot or Dwelling in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Furthermore, as provided in Section 5.03 of this Declaration, should a Builder or Owner cease to continue work on a Dwelling for greater than thirty (30) days, then Declarant and/or the Board of Directors of the Association shall have the right, but not the obligation, to complete the exterior of the Dwelling in conformance with the Standards established by the Architectural Standards Committee. Upon completion of construction, such Builder and/or Owner shall cause its contractors to immediately remove all equipment, tools, and construction material from the Lot or Dwelling.

10.05 Architectural Approval. To preserve the architectural and aesthetic appearance of the Development, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Builder, Owner or other Person other than Declarant, with respect to the construction or affecting the exterior appearance of any Dwelling or with respect to any other portion of the Property, including, without limitation, the construction of installation of **SIDEWALKS, DRIVEWAYS, PARKING LOTS, MAILBOXES, DECKS, PATIOS, GAZEBOS, COURTYARDS, TENNIS COURTS, BASKETBALL COURTS, BASKETBALL GOALS, NETTING, MULTI-PURPOSE COURTS, SWIMMING POOLS, GREENHOUSES, PLAYHOUSES, PLAYGROUND STRUCTURES, SWING SETS, FLAG POLES, AWNINGS, RETAINING WALLS, FENCES, EXTERIOR LIGHTS, GARAGES, GUEST OR SERVANTS' QUARTERS**, nor shall any exterior addition to or change or alteration thereto be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans, specifications and related data (including, if required by the Architectural Standards Committee, a survey showing the location of trees six (6) inches in diameter at a height of four (4) feet and other significant vegetation on such Lot or Dwelling) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Standards Committee as to the compliance of such plans and specifications with such Standards as may be published by the Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Architectural Standard Committee, and the other copy shall be returned to the Owner marked "approved," "approved as noted," or "disapproved." The applicant may appeal an adverse Architectural Standards Committee decision to the Association Board of Directors, which may reverse or modify such decision by a two-thirds vote of those directors present and voting at a meeting at which a quorum is present. All improvements shall be constructed and maintained strictly in compliance with approved plans and specifications, including any conditions or stipulations imposed by the Architectural Standards Committee. All modifications shall be commenced within six (6) months of approval. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling that do not affect the exterior appearance without the necessity of approval or review by the Architectural Standards Committee.

The Architectural Standards Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are permitted. In connection with approval rights and to prevent excessive drainage or surface water run-off, the Architectural Standards Committee shall have the right to establish a maximum percentage of a Lot which can be cleared or graded and a maximum percentage of a Lot which may be covered by Dwellings, buildings, structures or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the Architectural Standards Committee, representatives of the Architectural Standards Committee shall have the right during reasonable hours to enter upon and inspect any Lot or Dwelling or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the Architectural Standards Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Architectural Standards Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Architectural Standards Committee fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been approved as submitted, provided the proposed improvements are generally in harmony with the scheme of the Development as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Standards Committee upon any ground, which is consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations. Any modification or structure built other than as depicted on approved plans shall be a violation of this provision.

10.06 Landscaping Approval. To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Builder, Owner or other Person other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the Architectural Standards Committee. The provisions of Section 10.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, et cetera shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall also include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the Architectural Standards Committee shall be entitled to promulgate standards with respect to such ratios. Furthermore, no hedge or shrubbery, planting or tree which obstructs sight-lines of streets and roadways within the Development shall be placed or permitted to remain on any Lot or Dwelling where such hedge, shrubbery, or tree interferes with traffic sightlines, including sight-lines at the intersection of a driveway and a road or street in the Development. No Owner other than Declarant shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation, without obtaining the prior approval of the Architectural Standards Committee. Dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Standards Committee or its representatives, as well as dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot or Dwelling. All of the landscaping of Lots and Dwellings must be completed prior to occupancy of the Dwelling, unless the Architectural Standards Committee specifically agrees to an exception in writing. Any tree or shrub removed in violation of this Section 10.06 must be replaced, at the discretion of the Architectural Standards Committee, with the equivalent of twice the diameter of the tree and/or twice the size of the shrub that was removed.

10.07 Limitation of Liability. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the Architectural Standards Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the Architectural Standards Committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to

any Lot, nor may any action be brought against the Association, the Board, the Architectural Standards Committee, or any member thereof, for any such injury, damage or loss.

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

ARTICLE XI

USE RESTRICTIONS

11.01 Building Restrictions. All Dwellings and other structures shall be constructed in compliance with all applicable state, county and municipal zoning and building restrictions. Any Builder or Owner that performs any grading, clearing, construction of impervious surface, or other construction activity in violation of the above or the rules, regulations, guidelines, or otherwise violates such rules, regulations, guidelines, or restrictions, shall be liable to Declarant for any damages incurred by Declarant arising out of such violation; and Declarant hereby expressly reserves the right to sue any such Builder or Owner for monetary damages and for specific performance of the above covenants and restrictions. In addition, the Architectural Standards Committee is authorized to promulgate as part of the Standards described in 10.03(b) hereof additional restrictions applicable to the Development, including, without limitation, restrictions relating to height of improvements above grade, roof pitch, and minimum square footage of living space in each Dwelling. No exterior portion of any building, structure, or other improvement (excepting sidewalks and driveways) located on or with respect to any Lot or Dwelling shall be located other than as permitted by the applicable set back line restrictions as set forth in the Standards; provided that the Architectural Standards Committee shall be empowered to grant variances with respect to such set back restrictions, in its sole discretion. To assure that Dwellings and other structures will be located so that the maximum view, privacy, and breeze will be available to each Dwelling or structure, Dwellings and structures will be located with regards to the topography of each Lot or Dwelling, taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Dwellings or structures within the Development. In addition, all residential structures constructed on a Lot shall: (i) have as a minimum first floor elevation the level of the 100-year flood plain as designated on official Cobb and Paulding County flood plain maps, on file with Cobb and Paulding County Planning Department, and (ii) be designed and constructed in compliance with the requirements of the Cobb and Paulding County Building Code related to construction in flood hazard areas, if any are applicable.

11.02 Service Yards. Each Owner of a Dwelling shall provide visually screened areas to serve as service yards in which garbage receptacles, fuel tanks, wood piles, gas and electric meters, supplies, equipment, vehicles, materials, and equipment which are stored outside by Owners must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the Architectural Standards Committee in accordance with the terms of Article X.

11.03 Use of Lots and Dwellings. Except as permitted by Section 11.12 hereof, each Lot and Dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. No more than one Dwelling shall be located on any Lot. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered a violation of this covenant if such use does not create regular customer, client, or employee traffic. The entertainment, employment or business of the Owner's employees, directors, agents, clients, or customers shall not be considered a violation of this covenant if such use does not create regular customer, client, or employee traffic. Lease or rental of a Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is not for less than the entire Dwelling and all the improvements thereon, (ii) is for a term of at least six (6) months, and (iii) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Board of Directors. All leases shall be required to be in writing, and the Owner shall provide upon request to the Secretary of the Association and/or the managing agent of the Association, if any, copies of such lease. Any lessee or tenant shall be personally liable and in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Notwithstanding any provision in this Section 11.03 to the contrary, Declarant, its successors or assigns, shall have the perpetual right to designate in writing to the Association Dwellings in the Development which may be leased for such period of time as Declarant shall determine, including daily and weekly rentals, and for these Dwellings Declarant or the Owner shall not be required to supply copies of these leases therefor to the Association.

11.04 Exterior Appearance. No chain link fences shall be permitted in the Development, except those fences erected by the Declarant. Furthermore, no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purposes, nor shall any window-mounted heating or air conditioning units be permitted. Except within screened service yards, outside clothes lines, or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge, or wall. When not in use, all garage doors shall be kept closed. No projections of any type shall be placed or permitted to remain above the roofs of any improvements except chimneys, vent stacks, and other improvements as specifically approved by the Architectural Standards Committee which shall be painted black or similar to roof color.

11.05 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind, including, without limitation, name and address signs, political signs, and for sale signs, shall be maintained on any Lot or Dwelling, or permitted in any windows, on the exterior of any improvements located within the Development, or elsewhere on any portion of the Property, without the express written permission of the Architectural Standards Committee. Signs in violation of this Section 11.05 may be removed without further notice.

The approval of any signs and posters shall be upon such conditions as may be from time to time determined by the Architectural Standards Committee and may be withheld. Notwithstanding the foregoing, the restrictions of this Section 11.05 shall not apply to Declarant. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those easement areas established in Section 3.08 hereof.

11.06 Antennas and Satellite Dishes. Except as provided below, no television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot or Dwelling, which may unreasonably interfere with the reception of television or radio signals within the Development. The following shall apply to all Lots:

(a) No transmission antenna, of any kind, may be erected anywhere on the Development without written approval of the Board of Directors or the Architectural Standards Committee.

(b) No direct broadcast satellite (DBS) antenna or multi-channel multipoint distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Development, including a Lot.

(c) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time.

In the event of a transfer of the Lot which includes the satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

Notwithstanding anything herein to the contrary, Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development.

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

11.08 Water Wells and Septic Tanks. No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot or Dwelling, except for wells maintained solely for irrigation purposes. All such irrigation wells must receive the prior written approval of the Architectural Standards Committee, which approval shall not be unreasonably withheld.

11.09 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets, up to a maximum of two (2), are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. Any pet, which barks or makes other noises which barks or noises can be heard from inside any Dwelling shall be deemed a nuisance and a violation of this Declaration. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas or within any rights-of-way in the Development, and no pet shall be permitted to leave its excrement on any portion of the Common Areas or rights-of-way within the Development, and the Owner of such pet shall immediately remove the same. Any pet that attacks or bites any Person on any portion of the Property, excluding the pet's owner, shall be deemed a nuisance and a violation of this Declaration. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 11.08, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the Owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 12.04 hereof, to fine any Owner for the violation of these pet restrictions by such Owner or an Occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or Occupant of such Owner's Lot or Dwelling. Any such fine or cost shall be an Individual Assessment assessed pursuant to Section 9.05 hereof.

11.10 Nuisances. No rubbish or debris, including compost piles, of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portion of the Development. Noxious or offensive activities shall not be carried on in any Lot or Dwelling or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot or Dwelling or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could pose a threat to the health, safety, or welfare of Persons, or in cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Any Owner, or his family, tenants, guests, invitees, servants, or agents who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual cost of removal thereof or a fine imposed by the Board and such sum shall be an Individual Assessment pursuant to Section 9.05 hereof. Without limiting the generality of the foregoing provisions, exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall not be operated in such a manner as to become a nuisance within the Development. No firearms shall be discharged on any portion of the Property.

11.11 Motor Vehicles, Trailers, Boats. Etc. Each Owner shall provide for parking of at least two (2) automobiles in garages, equipped with garage doors, prior to occupancy of the Dwellings owned or maintained by such Owner. All automobiles owned or used by Owners or Occupants other than temporary guests and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. The Board of Directors of the Association shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lots or within any portion of the Common Areas, if any, (other than areas provided therefor within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicle of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. Furthermore, the Board of Directors may at any time

prohibit mobile homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Development, if, in the opinion of the Board of Directors, such prohibition shall be in the best interests of the Development. No Owners or other Occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Declarant hereby reserves the right (without any obligation to do so) to designate a portion of the Common Areas as a parking area for boat trailers, motor homes, and similar vehicles referred to hereinabove.

11.12 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, Common Areas and Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved by Declarant provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 11.12 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings or related activities, including the use of the Common Areas and their facilities.

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

11.14 Traffic Regulations. All vehicular traffic on the private streets and roads in the Development shall be subject to the provisions of the laws of the State of Georgia and Cobb and Paulding County concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce additional reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits within the Development. The Association shall be entitled to enforce same by establishing such enforcement

procedures, as it deems appropriate including levying fines for the violation thereof. In order to operate a golf cart in the Development, the owners or users thereof shall comply with any regulations and requirements for the operation thereof as may be required by the Association and the Club Owner. All vehicles of any kind and nature which are operated on the streets in the Development shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Development.

11.15 Garage Sales. Individual garage sales and/or moving sales are prohibited. Neighborhood garage sales may be conducted in accordance with applicable law and such rules and regulations as the Board may establish from time to time concerning same.

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

ARTICLE XII

RULE MAKING AND ENFORCEMENT

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

12.02 Authority and Enforcement. Subject to the provisions of Section 12.04 hereof, upon the violation of this Declaration, the Bylaws, or any rules and regulations duly adopted and promulgated hereunder, including, without limitation, the failure to timely pay any fines or Assessments, the Board shall have the power (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, the Owners or Occupants of which are guilty of such violation, (ii) to suspend a Member's right to vote in the Association, or (iii) to suspend an Owner's right and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants, to use any of recreational facilities located in the Common Areas, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of his co-Owner. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the

Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations or performing maintenance on any Lot upon failure by the Lot Owner to do so) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

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

provisions of this Declaration, the Bylaws, or any rules and regulations of the Association, however long continued.

12.04 Procedure. Except with respect to the failure of a Member to pay Assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of a Member, Owner or other Occupant of the Development for violations of the Declaration, the Bylaws, or any rules and regulations of the Association, unless and until the following procedure is followed:

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

- (i) The alleged violation;
- (ii) The action required to abate the violation; and
- (iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Bylaws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

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

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and
- (iv) The proposed sanction to be imposed.

(c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who

delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

(d) All notices required hereunder shall be deemed sufficient if given in accordance with Section 13.13 hereof.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Control by Declarant. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 8.01 hereof. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 13.01 and the provisions of Section 8.01. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions hereof, such right shall pass to the Members, including Declarant if Declarant then owns one or more Dwellings, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Members shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association which Declarant has in its possession.

13.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of the Superior Court of Cobb and Paulding County, Georgia without the approval of any Member, Owner or Mortgagee; provided, however, that, with the exception of the addition of any Additional Property to the terms of this Declaration, (i) in the event that such amendment materially alters or changes any Owner's right to use and enjoy his Lot or Dwelling, or the Common Areas as set forth in this Declaration or adversely affects the title to any Lot or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereof all of such Mortgagees so affected. Notwithstanding the foregoing to the contrary, the expiration or termination

of the right of Declarant to appoint and remove any directors and officers of the Association shall not terminate Declarant's right to submit Additional Property to the provisions of this Declaration as provided in Section 2.02 hereof. Any amendment made pursuant to this Section 13.02 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees as required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance of a Lot or Dwelling agrees to be bound by such amendments as are permitted by this Section 13.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development:

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

(ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lot or Dwelling subject to this Declaration,

(iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot, Dwelling, or other improvements subject to this Declaration, or

(iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots, Dwellings, or other improvements subject to this Declaration.

13.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 13.02 hereof, shall be proposed and adopted in the following manner:

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

(b) At such meeting, a resolution adopting a proposed amendment may be proposed either by the Board of Directors or by Members of the Association. Such amendment must be approved by the affirmative vote or written consent, or any combination thereof, of Owners holding at least two-thirds (2/3) of the total Eligible Votes in the Association; provided, however,

(i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee shall not apply to such Mortgagee unless approved by such Mortgagee, and

(ii) during any period in which Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option under this Declaration to add Additional Property to the Development, 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, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded in the land records of Cobb and Paulding County, Georgia, or at such later date as may be specified in the amendment itself.

13.04 Variances. Notwithstanding anything to the contrary contained herein, the Declarant or the Board of Directors of the Association shall be authorized to grant individual variances from any of the provisions of this Declaration, the By-Laws, and any rule, regulation, or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Development. Any such waiver shall be deemed an individual occurrence, and shall not operate as a general waiver applicable to any Lot, Dwelling or Person, except the Lot, Dwelling or Person for whom the waiver was granted. Notwithstanding any individual waiver, all provisions of this Declaration, the Bylaws and rules and regulations of the Association shall remain in full force and effect.

13.05 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall, be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, provided that rights and easements which are stated here to have a longer duration shall have such longer duration. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of the initial twenty (20) year period or the last year of any ten (10) year renewal period, seventy-five percent (75%) of the total Eligible Votes of the Association are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be filed of record in the Records of the Clerk of the Superior Court of Cobb and Paulding County, Georgia, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every Owner or grantee of any Property, by acceptance of a deed or other conveyance thereof, hereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby.

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

13.07 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes that are less restrictive. The effective date of this Declaration shall be the date of its filing for record on the Records of the Clerk of the Superior

Court of Cobb and Paulding County, Georgia. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Georgia.

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

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

13.10 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 Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

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

13.12 No Trespass. Whenever the Association, Declarant, the Architectural Standards Committee, and their respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any

portion of the Development, the entering thereon and the taking of such action shall not be deemed to be a trespass.

13.13 Notices.

(a) Method of Giving Notice. All notices, demands, bills, statements, or other communications required by this Declaration or the Bylaws shall be in writing and shall be given:

1. By personal delivery to the addresses; or
2. Via United States mail, first class, postage prepaid; or
3. Via electronic mail; or
4. Via facsimile; or
5. Via a secure web site, provided that notice shall be notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in this Section 13.13, subparagraph (a) shall be deemed to have been duly given:

1. If an Owner, at the address, electronic mail address or facsimile number, which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;
2. If to an Occupant, to the electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Lot occupied; or
3. If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, or at such other address as shall be designated in writing and filed with the Secretary;
4. If to the Declarant, in writing to the following address:

Governors Towne
Club Development, Inc.
Post Office Box 1021
Roswell, GA 30077-1021

or such other address as shall be designated in writing and filed with the Secretary.

5. If to a Mortgagee, at the address, electronic mail address or facsimile number which the Mortgagee has designated in writing and filed with the Secretary of the Association.

IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Declaration under seal, as of the day and year first above written.


DECLARANT:


Governors Towne Club Development, Inc.

RECORDED 9.27 0002
TERESA W. SHERIDAN, CLERK
SUPERIOR COURT, FAULDING CO.

BY: 
Kenneth G. Horton, President

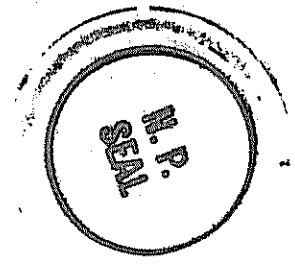
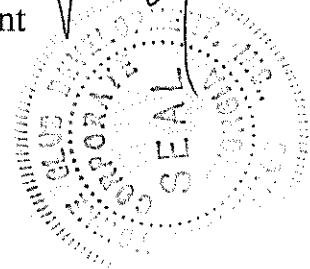
Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires September 18, 2005

My Commission Expires



LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being located in Land Lots 108, 109, 110, 180, 181, and 252, 3rd District, 3rd Section, Paulding County, Georgia and Land Lots 1, 2, 38, 39, and 40, 20th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at a 1/2" open top pipe found at the common corner of Land Lots 181, 182, 251, & 252 of the 3rd District, 3rd Section, Paulding County, Georgia; thence following the west lines of Land Lots 181 & 182 North 02°00'53" West, a distance of 2677.94 feet to a 1.5" open top pipe found at the common corner of Land Lots 109, 110, 179, & 180, said District & Section; thence following the south line of Land Lot 110 South 88°01'28" West, a distance of 1057.64 feet to a 1/2" rebar found; thence leaving said Land Lot line North 02°15'24" West, a distance of 1182.15 feet to a 1/2" rebar set on the south right of way (R/W) line of Rutledge Drive (32' R/W); thence North 02°15'24" West 34.88 feet to a 1/2" rebar set on the north R/W line of Rutledge Drive; thence North 02°15'24" West, a distance of 121.16 feet to a 3/4" open top pipe found on the north line of Land Lot 110; thence following the north line of Land Lot 110 North 89°08'14" East 572.68 feet to a 1/2" rebar set on the north R/W line of Rutledge Drive; thence North 89°08'14" East 47.07 feet to a 1/2" rebar set on the south R/W line of Rutledge Drive; thence continuing along the north line of Land Lot 110 North 89°08'14" East, a distance of 535.49 feet to a 1/2" rebar set at the common corner of Land Lots 107, 108, 109, & 110, said District & Section; thence leaving the north line of Land Lot 109 North 01°11'52" West, a distance of 300.39 feet to a 1/2" rebar found; thence North 67°29'54" East, a distance of 2144.36 feet to a 1/2" rebar set; thence North 21°01'43" West, a distance of 566.41 feet to a 1/2" rebar found on the south R/W line of Rutledge Drive; thence following said R/W line 30.15 feet along a curve to the right, said curve having a chord of North 63°16'41" East 30.15 feet and a radius of 572.57 feet to a 1/2" rebar set; thence leaving said R/W line South 21°01'43" East, a distance of 568.63 feet to a 1/2" rebar set; thence North 67°29'54" East, a distance of 363.18 feet to a 2" open top pipe found at the common corner of Land Lots 37 and 108, of the 3rd District, 3rd Section, Paulding County, Georgia and on the west line of Land Lot 1 of the 20th District, 2nd Section, Cobb County, Georgia; thence following the west line of Land Lot 1 North 01°06'35" West, a distance of 352.11 feet to a 1/2" rebar set on the south R/W line of Rutledge Drive (50' R/W); thence following said R/W line 87.27 feet along a curve to the left, said curve having a chord of North 77°19'12" East 86.72 feet and a radius of 225.00 feet to a point; thence North 66°12'32" East, a distance of 206.68 feet to a point; thence 241.38 feet along a curve to the right, said curve having a chord of North 89°15'34" East 234.93 feet and a radius of 300.00 feet to a point; thence 310.65 feet along a curve to the left, said curve having a chord of South 74°32'12" East 309.92 feet and a radius of 1299.83 feet to a point; thence 139.11 feet along a curve to the left, said curve having a chord of North 86°21'17" East 138.05 feet and a radius of 325.00 feet to a point; thence North 74°05'34" East, a distance of 205.93 feet to a point; thence 441.57 feet along a curve to the left, said curve having a chord of North 61°07'07" East 437.80 feet and a radius of 975.00 feet to a point; thence 144.74 feet along a curve to the right, said curve having a chord of North 52°53'00" East 144.58 feet and a radius of 875.00 feet to a 1/2" rebar set; thence leaving said R/W line South 00°18'53" East, a distance of 192.94 feet to a 1/2" open top pipe found; thence South 00°18'53" East, a distance of 351.34 feet to a 1/4" rebar found; thence North 88°53'40" East, a distance of 999.83 feet to a 1/4" rebar found on the west line of Land Lot 2, said District and Section, Cobb County, Georgia; thence following said Land Lot line North 00°20'46" West, a distance of 205.97 feet to an axle found; thence leaving said Land Lot line North 88°50'22" East, a distance of 138.34 feet to a 1" crimped top pipe found; thence South 20°59'47" East, a distance of 962.97 feet to a 3/4" crimped top pipe found; thence North 88°51'42" East, a distance of 199.74 feet to a 1/2" rebar found on the west R/W line of North Cobb Parkway (300' R/W); thence following said R/W line 200.00 feet along a curve to the right, said curve having a chord of South 20°08'47" East 200.00 feet and a radius of 11309.16 feet to a point in an 18" pine tree; thence leaving said R/W line South 88°51'21" West, a distance of 210.98 feet to a 1/2" rebar set; thence South 19°09'32" East, a distance of 209.97 feet to a 1/2" open top pipe found on the south line of Land Lot 2, said District & Section; thence South 88°55'05" West, a distance of 601.20 feet to a 1" crimped top pipe found at the common corner of Land Lots 1, 2, 37, & 38, said District & Section (per Plat Book: 3 Page: 155); thence South 00°19'51" East, a distance of 1.82 feet to a point; thence South 88°44'40" West, a distance of 86.33 feet to a 3/4" crimped top pipe found at the common corner of Land Lots 1, 2, 37, & 38 (per Plat Book: 48 Page: 171); thence following the east line of Land Lot 38 South 02°11'41" East, a distance of 2654.08 feet to a 1" x 1/2" iron bar found at the common corner of Land Lots 37, 38, 39, & 40; thence following the north line of Land Lot 40 North 89°12'43" East, a distance of 900.00 feet to a 1/2" rebar set; thence leaving

said said Land Lot line South 29°23'01" East, a distance of 562.65 feet to a 1/2" rebar set on the north R/W line of Cedarcrest Road (50' R/W); thence following the north R/W line of Cedarcrest Road South 73°45'02" West, a distance of 130.33 feet to a point; thence 258.41 feet along a curve to the left, said curve having a chord of South 63°32'23" West 257.04 feet and a radius of 725.00 feet to a point; thence South 53°19'44" West, a distance of 481.09 feet to a 1/2" rebar set; thence South 53°19'44" West, a distance of 92.65 feet to a point; thence 305.57 feet along a curve to the left, said curve having a chord of South 48°15'15" West 305.17 feet and a radius of 1725.00 feet to a point; thence South 43°10'46" West, a distance of 202.43 feet to a 1/2" rebar set at intersection of said R/W line and the west line of Land Lot 40; thence continuing along said R/W line South 43°10'46" West, a distance of 292.16 feet to a point; thence 119.63 feet along a curve to the right, said curve having a chord of South 44°09'47" West 119.62 feet and a radius of 3483.99 feet to a 1/2" rebar set; thence leaving said R/W line South 88°35'35" West, a distance of 690.43 feet to a 1/2" rebar found; thence South 88°43'24" West, a distance of 637.73 feet to a 3/4" open top pipe found; thence South 88°55'03" West, a distance of 987.32 feet to a 1" crimped top pipe found on the west line of Land Lot 39 and at the common corner of Land Lots 181 & 252, 3rd District, 3rd Section, Paulding County, Georgia; thence following the east line of Land Lot 252 South 01°45'12" East, a distance of 1021.31 feet to a 1/2" rebar set at the intersection of said Land Lot line and the north R/W line of Cedarcrest Road (80' R/W); thence following said R/W line North 87°46'47" West, a distance of 513.17 feet to a point; thence 74.89 feet along a curve to the left, said curve having a chord of North 89°14'13" West 74.88 feet and a radius of 1472.40 feet to a 1/2" rebar set; thence leaving said R/W line North 88°11'04" West, a distance of 159.83 feet to a 1/2" rebar set; thence North 86°50'32" West, a distance of 177.11 feet to a 1/2" rebar set; thence South 75°59'28" West, a distance of 144.88 feet to a 3/4" crimped top pipe found; thence South 69°49'35" West, a distance of 199.82 feet to a 3/4" crimped top pipe found; thence South 58°38'15" West, a distance of 199.91 feet to a 1.5" crimped top pipe found; thence South 70°26'56" West, a distance of 155.01 feet to a 3/4" crimped top pipe found; thence North 00°42'12" West, a distance of 1206.51 feet to a 1/2" open top pipe found on the north line of Land Lot 252, said District and Section; thence following said Land Lot line South 88°06'33" West, a distance of 793.69 feet to the POINT OF BEGINNING. Said tract contains 692.588 acres which total area does not include 0.457 acres within the R/W of Rutledge Drive (and is included in the above description) located in Land Lot 110 of the 3rd district, 3rd Section, Paulding County, Georgia.

OF THE 20TH. DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LAND LOT 39
THENCE FOLLOWING THE NORTH LINE OF LAND LOT 40 SOUTH 88 DEGREES 41 MINUTES 11 SECONDS EAST, 900.00 FEET TO A POINT;
THENCE LEAVING SAID NORTH LINE SOUTH 27 DEGREES 16 MINUTES 55 SECONDS EAST, 562.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF CEDAR CREST ROAD (A 50' RIGHT OF WAY)
THENCE FOLLOWING SAID NORTHERLY RIGHT OF WAY THE FOLLOWING COURSES
SOUTH 75 DEGREES 51 MINUTES 08 SECONDS WEST, 130.33 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 258.41 FEET, SAID CURVE HAVING A RADIUS OF 725.00 FEET AND BEING SUBTENDED BY A CHORD OF 257.04 FEET, AT SOUTH 65 DEGREES 38 MINUTES 29 SECONDS WEST, TO A POINT;
THENCE SOUTH 55 DEGREES 25 MINUTES 50 SECONDS WEST, 573.75 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 232.08 FEET, SAID CURVE HAVING A RADIUS OF 1725.00 FEET AND BEING SUBTENDED BY A CHORD OF 231.90 FEET, AT SOUTH 51 DEGREES 34 MINUTES 35 SECONDS WEST, TO A POINT;
THENCE LEAVING SAID NORTHERLY RIGHT OF WAY
NORTH 44 DEGREES 42 MINUTES 00 SECONDS WEST, 20.58 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 180.15 FEET, SAID CURVE HAVING A RADIUS OF 228.36 FEET AND BEING SUBTENDED BY A CHORD OF 175.52 FEET, AT NORTH 67 DEGREES 18 MINUTES 00 SECONDS WEST, TO A POINT;
THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS WEST, 390.58 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 31.59 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD OF 31.46 FEET, AT SOUTH 81 DEGREES 03 MINUTES 00 SECONDS WEST, TO A POINT;
THENCE SOUTH 72 DEGREES 00 MINUTES 00 SECONDS WEST, 67.93 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 31.59 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD OF 31.46 FEET, AT SOUTH 81 DEGREES 03 MINUTES 00 SECONDS WEST, TO A POINT;
THENCE NORTH 89 DEGREES 54 MINUTES 00 SECONDS WEST, 250.00 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 542.74 FEET, SAID CURVE HAVING A RADIUS OF 875.96 FEET AND BEING SUBTENDED BY A CHORD OF 534.10 FEET, AT NORTH 72 DEGREES 09 MINUTES 00 SECONDS WEST, TO A POINT;
THENCE NORTH 54 DEGREES 24 MINUTES 00 SECONDS WEST, 524.12 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 123.56 FEET, SAID CURVE HAVING A RADIUS OF 567.14 FEET AND BEING SUBTENDED BY A CHORD OF 123.31 FEET, AT NORTH 48 DEGREES 09 MINUTES 33 SECONDS WEST, TO A POINT;
THENCE NORTH 55 DEGREES 18 MINUTES 58 SECONDS EAST, 206.61 FEET TO A POINT;
THENCE NORTH 44 DEGREES 48 MINUTES 00 SECONDS EAST, 106.94 FEET TO A POINT;
THENCE NORTH 30 DEGREES 42 MINUTES 00 SECONDS EAST, 116.93 FEET TO A POINT;
THENCE NORTH 62 DEGREES 36 MINUTES 00 SECONDS EAST, 115.36 FEET TO A POINT;
THENCE NORTH 27 DEGREES 56 MINUTES 47 SECONDS WEST, 144.26 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 30.00 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD OF 29.55 FEET, AT NORTH 58 DEGREES 19 MINUTES 27 SECONDS EAST, TO A POINT;
THENCE SOUTH 48 DEGREES 51 MINUTES 52 SECONDS EAST, 157.37 FEET TO A POINT;
THENCE NORTH 62 DEGREES 36 MINUTES 00 SECONDS EAST, 141.08 FEET TO A POINT;
THENCE NORTH 06 DEGREES 36 MINUTES 00 SECONDS WEST, 147.24 FEET TO A POINT;
THENCE NORTH 42 DEGREES 42 MINUTES 00 SECONDS WEST, 190.80 FEET TO A POINT;
THENCE NORTH 23 DEGREES 54 MINUTES 00 SECONDS WEST, 149.92 FEET TO A POINT;
THENCE NORTH 66 DEGREES 06 MINUTES 00 SECONDS EAST, 65.00 FEET TO A POINT;
THENCE SOUTH 23 DEGREES 54 MINUTES 00 SECONDS EAST, 165.70 FEET TO A POINT;

Exhibit "A" Page 3 of 10

BOOK 1210 PAGE 0826

Deed Book 13573 Pg 3094

THENCE NORTH 27 DEGREES 54 MINUTES 00 SECONDS WEST, 133.97 FEET TO A POINT;
THENCE NORTH 54 DEGREES 18 MINUTES 00 SECONDS WEST, 195.80 FEET TO A POINT;
THENCE SOUTH 89 DEGREES 12 MINUTES 00 SECONDS WEST, 219.90 FEET TO A POINT;
THENCE NORTH 19 DEGREES 11 MINUTES 06 SECONDS WEST, 223.05 FEET TO A POINT;
THENCE NORTH 30 DEGREES 20 MINUTES 00 SECONDS WEST, 268.44 FEET TO A POINT;
THENCE NORTH 37 DEGREES 00 MINUTES 00 SECONDS EAST, 137.22 FEET TO A POINT;
THENCE NORTH 81 DEGREES 00 MINUTES 00 SECONDS EAST, 159.21 FEET TO A POINT;
THENCE SOUTH 50 DEGREES 54 MINUTES 00 SECONDS EAST, 85.85 FEET TO A POINT;
THENCE NORTH 39 DEGREES 06 MINUTES 00 SECONDS EAST, 175.00 FEET TO A POINT;
THENCE SOUTH 50 DEGREES 54 MINUTES 00 SECONDS EAST, 25.00 FEET TO A POINT;
THENCE SOUTH 39 DEGREES 06 MINUTES 00 SECONDS WEST, 175.00 FEET TO A POINT;
THENCE SOUTH 50 DEGREES 54 MINUTES 00 SECONDS EAST, 153.93 FEET TO A POINT;
THENCE SOUTH 59 DEGREES 00 MINUTES 00 SECONDS EAST, 167.36 FEET TO A POINT;
THENCE NORTH 75 DEGREES 01 MINUTES 24 SECONDS EAST, 167.45 FEET TO A POINT;
THENCE NORTH 55 DEGREES 58 MINUTES 52 SECONDS EAST, 155.18 FEET TO A POINT;
THENCE SOUTH 78 DEGREES 16 MINUTES 37 SECONDS EAST, 252.78 FEET TO A POINT;
THENCE NORTH 12 DEGREES 06 MINUTES 00 SECONDS EAST, 377.03 FEET TO A POINT;
THENCE NORTH 03 DEGREES 54 MINUTES 00 SECONDS WEST, 728.44 FEET TO A POINT;
THENCE NORTH 21 DEGREES 18 MINUTES 00 SECONDS EAST, 197.51 FEET TO A POINT;
THENCE NORTH 02 DEGREES 46 MINUTES 50 SECONDS EAST, 343.23 FEET TO A POINT;
THENCE NORTH 15 DEGREES 30 MINUTES 00 SECONDS EAST, 690.00 FEET TO A POINT;
THENCE NORTH 74 DEGREES 30 MINUTES 00 SECONDS WEST, 143.29 FEET TO A POINT;
THENCE SOUTH 71 DEGREES 54 MINUTES 00 SECONDS WEST, 81.70 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 9.83 FEET,
SAID CURVE HAVING A RADIUS OF 298.29 FEET AND BEING SUBTENDED BY A CHORD
OF 9.83 FEET, AT NORTH 12 DEGREES 41 MINUTES 43 SECONDS WEST, TO A POINT;
THENCE NORTH 26 DEGREES 00 MINUTES 00 SECONDS EAST, 29.94 FEET TO A POINT;
THENCE NORTH 67 DEGREES 42 MINUTES 00 SECONDS EAST, 295.42 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 247.48 FEET,
SAID CURVE HAVING A RADIUS OF 200.56 FEET AND BEING SUBTENDED BY A CHORD
OF 232.07 FEET, AT SOUTH 76 DEGREES 57 MINUTES 00 SECONDS EAST, TO A POINT;
THENCE SOUTH 48 DEGREES 24 MINUTES 00 SECONDS WEST, 102.37 FEET TO A POINT;
THENCE SOUTH 05 DEGREES 00 MINUTES 00 SECONDS WEST, 677.72 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 05 MINUTES 34 SECONDS EAST, 2654.08 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINS 105.49 ACRES.

PROPERTY LINE DESCRIPTION TRACT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1 AND 38 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY GEORGIA AND IN LAND LOTS 108 AND 109 3RD DISTRICT 3RD SECTION PAULDING COUNTY GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF LAND LOT 38
THENCE NORTH 00 DEGREES 05 MINUTES 34 SECONDS WEST, 2654.08 FEET TO A POINT;
THENCE NORTH 05 DEGREES 00 MINUTES 00 SECONDS EAST, 677.72 FEET TO A POINT;
THENCE NORTH 48 DEGREES 24 MINUTES 00 SECONDS EAST, 102.37 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 247.48 FEET,
SAID CURVE HAVING A RADIUS OF 200.56 FEET AND BEING SUBTENDED BY A CHORD
OF 232.07 FEET, AT NORTH 76 DEGREES 57 MINUTES 00 SECONDS WEST, TO A POINT;
THENCE SOUTH 67 DEGREES 42 MINUTES 00 SECONDS WEST, 295.42 FEET TO A POINT;
THENCE SOUTH 69 DEGREES 26 MINUTES 45 SECONDS WEST, 70.04 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 25.01 FEET,
SAID CURVE HAVING A RADIUS OF 248.29 FEET AND BEING SUBTENDED BY A CHORD
OF 25.00 FEET, AT SOUTH 14 DEGREES 07 MINUTES 48 SECONDS EAST, TO A POINT;
THENCE SOUTH 76 DEGREES 00 MINUTES 00 SECONDS WEST, 243.24 FEET TO A POINT;
THENCE SOUTH 01 DEGREES 42 MINUTES 00 SECONDS WEST, 137.74 FEET TO A POINT;
THENCE SOUTH 43 DEGREES 30 MINUTES 00 SECONDS WEST, 105.00 FEET TO A POINT;
THENCE SOUTH 62 DEGREES 00 MINUTES 00 SECONDS WEST, 147.26 FEET TO A POINT;
THENCE SOUTH 84 DEGREES 42 MINUTES 00 SECONDS WEST, 723.11 FEET TO A POINT;
THENCE SOUTH 81 DEGREES 36 MINUTES 00 SECONDS WEST, 448.85 FEET TO A POINT;
THENCE SOUTH 74 DEGREES 56 MINUTES 13 SECONDS WEST, 267.26 FEET TO A POINT;
THENCE SOUTH 08 DEGREES 18 MINUTES 00 SECONDS WEST, 660.00 FEET TO A POINT;
THENCE SOUTH 53 DEGREES 00 MINUTES 00 SECONDS EAST, 107.78 FEET TO A POINT;
THENCE NORTH 60 DEGREES 18 MINUTES 00 SECONDS EAST, 349.31 FEET TO A POINT;
THENCE NORTH 70 DEGREES 00 MINUTES 00 SECONDS EAST, 770.00 FEET TO A POINT;
THENCE NORTH 23 DEGREES 00 MINUTES 00 SECONDS EAST, 231.03 FEET TO A POINT;
THENCE NORTH 83 DEGREES 36 MINUTES 00 SECONDS EAST, 197.29 FEET TO A POINT;
THENCE SOUTH 18 DEGREES 48 MINUTES 00 SECONDS WEST, 180.00 FEET TO A POINT;
THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS EAST, 109.27 FEET TO A POINT;
THENCE SOUTH 49 DEGREES 00 MINUTES 00 SECONDS EAST, 80.01 FEET TO A POINT;
THENCE SOUTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, 39.07 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 01 MINUTES 12 SECONDS EAST, 133.54 FEET TO A POINT;
THENCE SOUTH 10 DEGREES 06 MINUTES 00 SECONDS WEST, 255.31 FEET TO A POINT;
THENCE SOUTH 05 DEGREES 24 MINUTES 00 SECONDS EAST, 659.81 FEET TO A POINT;
THENCE SOUTH 35 DEGREES 54 MINUTES 00 SECONDS EAST, 141.21 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 358.11 FEET,
SAID CURVE HAVING A RADIUS OF 273.58 FEET AND BEING SUBTENDED BY A CHORD
OF 333.08 FEET, AT NORTH 88 DEGREES 24 MINUTES 00 SECONDS WEST, TO A POINT;
THENCE NORTH 50 DEGREES 54 MINUTES 00 SECONDS WEST, 60.00 FEET TO A POINT;
THENCE NORTH 39 DEGREES 06 MINUTES 00 SECONDS EAST, 111.82 FEET TO A POINT;
THENCE NORTH 16 DEGREES 24 MINUTES 00 SECONDS WEST, 645.71 FEET TO A POINT;
THENCE NORTH 23 DEGREES 42 MINUTES 00 SECONDS WEST, 208.11 FEET TO A POINT;
THENCE SOUTH 58 DEGREES 54 MINUTES 00 SECONDS WEST, 1072.92 FEET TO A POINT;
THENCE SOUTH 18 DEGREES 24 MINUTES 00 SECONDS WEST, 453.90 FEET TO A POINT;
THENCE SOUTH 44 DEGREES 00 MINUTES 00 SECONDS WEST, 108.96 FEET TO A POINT;
THENCE SOUTH 83 DEGREES 00 MINUTES 00 SECONDS WEST, 117.88 FEET TO A POINT ON
THE LINE COMMON TO LAND LOT 38 COBB COUNTY AND LAND LOT 109 PAULDING COUNTY
THENCE LEAVING SAID COMMON COUNTY LINE NORTH 58 DEGREES 00 MINUTES 00 SECONDS
WEST, 135.00 FEET TO A POINT;
THENCE NORTH 12 DEGREES 12 MINUTES 00 SECONDS WEST, 265.39 FEET TO A POINT;

THENCE NORTH 03 DEGREES 30 MINUTES 00 SECONDS EAST, 997.09 FEET TO A POINT;
THENCE NORTH 44 DEGREES 48 MINUTES 00 SECONDS WEST, 207.85 FEET TO A POINT;
THENCE NORTH 45 DEGREES 12 MINUTES 00 SECONDS EAST, 373.52 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 198.81 FEET,
SAID CURVE HAVING A RADIUS OF 555.66 FEET AND BEING SUBTENDED BY A CHORD
OF 197.75 FEET, AT NORTH 55 DEGREES 27 MINUTES 00 SECONDS EAST, TO A POINT;
THENCE NORTH 65 DEGREES 42 MINUTES 00 SECONDS EAST, 245.00 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 205.23 FEET,
SAID CURVE HAVING A RADIUS OF 816.58 FEET AND BEING SUBTENDED BY A CHORD
OF 204.69 FEET, AT NORTH 58 DEGREES 30 MINUTES 00 SECONDS EAST, TO A POINT;
THENCE NORTH 51 DEGREES 18 MINUTES 00 SECONDS EAST, 75.07 FEET TO A POINT;
THENCE SOUTH 28 DEGREES 12 MINUTES 00 SECONDS EAST, 113.25 FEET TO A POINT;
THENCE NORTH 70 DEGREES 48 MINUTES 00 SECONDS EAST, 360.00 FEET TO A POINT;
THENCE NORTH 85 DEGREES 20 MINUTES 11 SECONDS EAST, 531.12 FEET TO A POINT;
THENCE NORTH 67 DEGREES 00 MINUTES 00 SECONDS EAST, 122.31 FEET TO A POINT;
THENCE NORTH 82 DEGREES 00 MINUTES 00 SECONDS EAST, 135.25 FEET TO A POINT;
THENCE SOUTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, 72.26 FEET TO A POINT;
THENCE SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST, 85.15 FEET TO A POINT;
THENCE NORTH 76 DEGREES 00 MINUTES 00 SECONDS EAST, 247.11 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINS 48.13 ACRES.

PROPERTY LINE DESCRIPTION TRACT 3

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 109, 180, 181 AND 252 OF THE 3RD DISTRICT, 3RD SECTION, PAULDING COUNTY, GEORGIA, AND IN LAND LOT 39 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LAND LOT 181 PAULDING COUNTY SAID POINT BEING ON THE LINE COMMON TO PAULDING COUNTY AND COBB COUNTY.
THENCE ALONG SAID COMMON COUNTY LINE
SOUTH 00 DEGREES 20 MINUTES 54 SECONDS WEST, 160.00 FEET TO A POINT;
THENCE LEAVING SAID COMMON COUNTY LINE NORTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, 238.30 FEET TO A POINT;
THENCE NORTH 71 DEGREES 54 MINUTES 00 SECONDS WEST, 390.00 FEET TO A POINT;
THENCE NORTH 54 DEGREES 24 MINUTES 00 SECONDS WEST, 246.60 FEET TO A POINT;
THENCE NORTH 77 DEGREES 42 MINUTES 00 SECONDS WEST, 432.44 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 100.33 FEET, SAID CURVE HAVING A RADIUS OF 252.15 FEET AND BEING SUBTENDED BY A CHORD OF 99.67 FEET, AT NORTH 30 DEGREES 30 MINUTES 03 SECONDS EAST, TO A POINT;
THENCE NORTH 41 DEGREES 54 MINUTES 00 SECONDS EAST, 146.45 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 388.25 FEET, SAID CURVE HAVING A RADIUS OF 394.10 FEET AND BEING SUBTENDED BY A CHORD OF 372.74 FEET, AT NORTH 13 DEGREES 40 MINUTES 39 SECONDS EAST, TO A POINT;
THENCE NORTH 75 DEGREES 27 MINUTES 19 SECONDS EAST, 253.81 FEET TO A POINT;
THENCE NORTH 47 DEGREES 18 MINUTES 00 SECONDS WEST, 199.19 FEET TO A POINT;
THENCE NORTH 12 DEGREES 18 MINUTES 00 SECONDS WEST, 172.65 FEET TO A POINT;
THENCE NORTH 43 DEGREES 24 MINUTES 00 SECONDS WEST, 345.00 FEET TO A POINT;
THENCE NORTH 61 DEGREES 00 MINUTES 00 SECONDS WEST, 220.23 FEET TO A POINT;
THENCE NORTH 15 DEGREES 48 MINUTES 00 SECONDS WEST, 220.06 FEET TO A POINT;
THENCE SOUTH 70 DEGREES 12 MINUTES 00 SECONDS WEST, 196.87 FEET TO A POINT;
THENCE NORTH 19 DEGREES 48 MINUTES 00 SECONDS WEST, 25.00 FEET TO A POINT;
THENCE NORTH 70 DEGREES 12 MINUTES 00 SECONDS EAST, 198.61 FEET TO A POINT;
THENCE NORTH 15 DEGREES 48 MINUTES 00 SECONDS WEST, 603.69 FEET TO A POINT;
THENCE NORTH 05 DEGREES 00 MINUTES 00 SECONDS EAST, 72.63 FEET TO A POINT;
THENCE NORTH 15 DEGREES 54 MINUTES 00 SECONDS EAST, 566.01 FEET TO A POINT;
THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 101.90 FEET TO A POINT;
THENCE NORTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, 90.40 FEET TO A POINT;
THENCE NORTH 89 DEGREES 00 MINUTES 00 SECONDS EAST, 67.63 FEET TO A POINT;
THENCE SOUTH 64 DEGREES 48 MINUTES 00 SECONDS EAST, 98.06 FEET TO A POINT;
THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS EAST, 251.55 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 20.01 FEET, SAID CURVE HAVING A RADIUS OF 1141.06 FEET AND BEING SUBTENDED BY A CHORD OF 20.01 FEET, AT SOUTH 11 DEGREES 30 MINUTES 24 SECONDS WEST, TO A POINT;
THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS WEST, 236.33 FEET TO A POINT;
THENCE SOUTH 26 DEGREES 18 MINUTES 00 SECONDS EAST, 99.26 FEET TO A POINT;
THENCE SOUTH 04 DEGREES 42 MINUTES 00 SECONDS WEST, 80.34 FEET TO A POINT;
THENCE SOUTH 15 DEGREES 54 MINUTES 00 SECONDS WEST, 529.77 FEET TO A POINT;
THENCE SOUTH 05 DEGREES 06 MINUTES 00 SECONDS EAST, 509.87 FEET TO A POINT;
THENCE NORTH 78 DEGREES 48 MINUTES 00 SECONDS EAST, 212.54 FEET TO A POINT;
THENCE NORTH 29 DEGREES 48 MINUTES 00 SECONDS EAST, 363.88 FEET TO A POINT;
THENCE NORTH 09 DEGREES 48 MINUTES 00 SECONDS EAST, 720.00 FEET TO A POINT;
THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS WEST, 177.31 FEET TO A POINT;
THENCE NORTH 10 DEGREES 00 MINUTES 00 SECONDS EAST, 20.00 FEET TO A POINT;
THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS EAST, 177.24 FEET TO A POINT;
THENCE NORTH 32 DEGREES 00 MINUTES 00 SECONDS EAST, 110.39 FEET TO A POINT;

BEGINNING AT THE SOUTHWEST CORNER OF LAND LOT 181
THENCE NORTH 00 DEGREES 05 MINUTES 13 SECONDS EAST, 1448.32 FEET
ALONG THE WEST LINE OF LAND LOTS 181 AND 180 TO A POINT ON THE WEST LINE OF
LAND LOT 180; THENCE LEAVING SAID WEST LAND LOT LINE NORTH 90 DEGREES 00
MINUTES 00 SECONDS EAST, 227.00 FEET TO A POINT;
THENCE NORTH 23 DEGREES 00 MINUTES 00 SECONDS EAST, 324.02 FEET TO A POINT;
THENCE NORTH 59 DEGREES 18 MINUTES 00 SECONDS EAST, 254.95 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 102.64 FEET,
SAID CURVE HAVING A RADIUS OF 479.77 FEET AND BEING SUBTENDED BY A CHORD
OF 102.45 FEET, AT SOUTH 25 DEGREES 55 MINUTES 44 SECONDS EAST, TO A POINT;
THENCE SOUTH 19 DEGREES 48 MINUTES 00 SECONDS EAST, 250.00 FEET TO A POINT;
THENCE SOUTH 70 DEGREES 12 MINUTES 00 SECONDS WEST, 87.90 FEET TO A POINT;
THENCE SOUTH 20 DEGREES 18 MINUTES 00 SECONDS WEST, 772.30 FEET TO A POINT;
THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS EAST, 927.56 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 400.43 FEET,
SAID CURVE HAVING A RADIUS OF 344.10 FEET AND BEING SUBTENDED BY A CHORD
OF 378.22 FEET, AT SOUTH 08 DEGREES 33 MINUTES 44 SECONDS WEST, TO A POINT;
THENCE SOUTH 41 DEGREES 54 MINUTES 00 SECONDS WEST, 146.45 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 48.52 FEET,
SAID CURVE HAVING A RADIUS OF 302.15 FEET AND BEING SUBTENDED BY A CHORD
OF 48.46 FEET, AT SOUTH 37 DEGREES 18 MINUTES 00 SECONDS WEST, TO A POINT;
THENCE NORTH 57 DEGREES 18 MINUTES 00 SECONDS WEST, 91.03 FEET TO A POINT;
THENCE SOUTH 85 DEGREES 42 MINUTES 00 SECONDS WEST, 172.60 FEET TO A POINT;
THENCE SOUTH 29 DEGREES 18 MINUTES 00 SECONDS WEST, 120.00 FEET TO A POINT;
THENCE NORTH 82 DEGREES 12 MINUTES 00 SECONDS WEST, 311.20 FEET TO A POINT;
THENCE SOUTH 29 DEGREES 48 MINUTES 00 SECONDS WEST, 268.00 FEET TO A POINT;
SAID POINT BEING ON THE SOUTH LINE OF LAND LOT 181 THENCE ALONG SAID SOUTH
LAND LOT LINE NORTH 89 DEGREES 48 MINUTES 06 SECONDS WEST, 348.85 FEET TO A
POINT;
SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINS 27.95 ACRES.

Deed Book 13573 Pg 3100

DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LAND LOT 38
THENCE NORTH 00 DEGREES 05 MINUTES 34 SECONDS WEST, 2654.08 FEET TO A POINT;
THENCE SOUTH 89 DEGREES 09 MINUTES 14 SECONDS EAST, 86.33 FEET TO A POINT ON
ON THE EAST LINE OF LAND LOT 38; THENCE FOLLOWING SAID EAST LINE
NORTH 01 DEGREES 46 MINUTES 16 SECONDS EAST, 1.82 FEET TO A POINT;
SAID POINT BEING THE SOUTHWEST CORNER OF LAND LOT 2
THENCE ALONG THE SOUTH LINE OF LAND LOT 2 SOUTH 88 DEGREES 58 MINUTES 48 SECONDS
EAST, 179.51 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE SAID SOUTH LAND LOT LINE
NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 104.58 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 158.36 FEET,
SAID CURVE HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD
OF 99.99 FEET, AT NORTH 00 DEGREES 44 MINUTES 21 SECONDS WEST, TO A POINT;
THENCE NORTH 00 DEGREES 44 MINUTES 58 SECONDS WEST, 19.81 FEET TO A POINT;
THENCE NORTH 44 DEGREES 00 MINUTES 00 SECONDS EAST, 28.61 FEET TO A POINT;
THENCE NORTH 88 DEGREES 24 MINUTES 00 SECONDS EAST, 273.35 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 201.38 FEET,
SAID CURVE HAVING A RADIUS OF 3496.51 FEET AND BEING SUBTENDED BY A CHORD
OF 201.36 FEET, AT NORTH 86 DEGREES 45 MINUTES 00 SECONDS EAST, TO A POINT;
THENCE NORTH 85 DEGREES 06 MINUTES 00 SECONDS EAST, 30.00 FEET TO A POINT;
THENCE SOUTH 59 DEGREES 06 MINUTES 00 SECONDS EAST, 34.60 FEET TO A POINT ON
THE WESTERLY RIGHT OF WAY OF NORTH COBB PARKWAY, WHICH IS ALSO KNOWN AS UNITED
STATES HIGHWAY 41 AND GEORGIA STATE ROUTE 3 (A 300 FT. RIGHT OF WAY) THENCE
FOLLOWING SAID WESTERLY RIGHT OF WAY ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE
OF 61.97 FEET, SAID CURVE HAVING A RADIUS OF 11309.20 FEET AND BEING SUBTENDED
BY A CHORD OF 61.97 FEET, AT SOUTH 17 DEGREES 41 MINUTES 42 SECONDS EAST, TO A
POINT; THENCE LEAVING SAID WESTERLY RIGHT OF WAY
NORTH 89 DEGREES 02 MINUTES 33 SECONDS WEST, 210.98 FEET TO A POINT;
THENCE SOUTH 17 DEGREES 03 MINUTES 26 SECONDS EAST, 209.97 FEET TO A POINT ON
THE SOUTH LINE OF LAND LOT 2 THENCE FOLLOWING SAID SOUTH LAND LOT LINE
NORTH 88 DEGREES 58 MINUTES 48 SECONDS WEST, 421.70 FEET TO A POINT;
SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINS 2.45 ACRES.

Deed Book 13573 Pg 3101

PROPERTY LINE DESCRIPTION TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 38 OF THE 20TH. DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTHEAST CORNER OF LAND LOT 181, 3RD. DISTRICT 3RD. SECTION PAULDING COUNTY, SAID POINT BEING ON THE LINE SEPARATING COBB COUNTY AND PAULDING COUNTY, THENCE ALONG SAID COUNTY LINE, NORTH 01 DEGREES 28 MINUTES 41 SECONDS EAST, 1930.58 FEET TO A POINT, THENCE LEAVING SAID COUNTY LINE THENCE NORTH 72 DEGREES 45 MINUTES 18 SECONDS EAST, 411.34 FEET TO A POINT, THENCE NORTH 78 DEGREES 58 MINUTES 09 SECONDS EAST, 51.67 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 33.96 FEET, SAID CURVE HAVING A RADIUS OF 1490.65 FEET AND BEING SUBTENDED BY A CHORD OF 33.96 FEET, AT NORTH 26 DEGREES 02 MINUTES 51 SECONDS WEST, TO A POINT, THENCE NORTH 26 DEGREES 42 MINUTES 00 SECONDS WEST, 212.53 FEET TO A POINT, THENCE NORTH 10 DEGREES 00 MINUTES 00 SECONDS EAST, 31.76 FEET TO A POINT, THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 186.95 FEET, SAID CURVE HAVING A RADIUS OF 125.00 FEET AND BEING SUBTENDED BY A CHORD OF 170.00 FEET, AT NORTH 00 DEGREES 08 MINUTES 48 SECONDS WEST, TO A POINT, THENCE NORTH 10 DEGREES 00 MINUTES 00 SECONDS WEST, 31.59 FEET TO A POINT, THENCE NORTH 26 DEGREES 30 MINUTES 00 SECONDS EAST, 127.56 FEET TO A POINT, THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 520.00 FEET, SAID CURVE HAVING A RADIUS OF 672.00 FEET AND BEING SUBTENDED BY A CHORD OF 507.12 FEET, AT NORTH 48 DEGREES 40 MINUTES 05 SECONDS EAST, TO A POINT, THENCE SOUTH 19 DEGREES 09 MINUTES 51 SECONDS EAST, 325.00 FEET TO A POINT, THENCE SOUTH 74 DEGREES 00 MINUTES 00 SECONDS EAST, 150.00 FEET TO A POINT, THENCE SOUTH 30 DEGREES 20 MINUTES 00 SECONDS EAST, 268.44 FEET TO A POINT, THENCE SOUTH 19 DEGREES 11 MINUTES 06 SECONDS EAST, 223.05 FEET TO A POINT, THENCE SOUTH 36 DEGREES 00 MINUTES 00 SECONDS WEST, 110.00 FEET TO A POINT, THENCE NORTH 74 DEGREES 42 MINUTES 00 SECONDS WEST, 330.71 FEET TO A POINT, THENCE SOUTH 63 DEGREES 54 MINUTES 00 SECONDS WEST, 176.59 FEET TO A POINT, THENCE SOUTH 82 DEGREES 36 MINUTES 00 SECONDS WEST, 246.48 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 11.61 ACRES.

PROPERTY LINE DESCRIPTION TRACT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 38 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND IN LAND LOT 180 OF THE 3RD DISTRICT 3RD SECTION PAULDING COUNTY GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTHEAST CORNER OF LAND LOT 181, 3RD DISTRICT 3RD SECTION PAULDING COUNTY, SAID POINT BEING ON THE LINE SEPARATING COBB COUNTY AND PAULDING COUNTY, THENCE ALONG SAID COUNTY LINE, NORTH 01 DEGREES 28 MINUTES 41 SECONDS EAST, 1930.58 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

THENCE LEAVING SAID COUNTY LINE
SOUTH 59 DEGREES 42 MINUTES 00 SECONDS WEST, 290.10 FEET TO A POINT,
THENCE SOUTH 86 DEGREES 42 MINUTES 00 SECONDS WEST, 228.34 FEET TO A POINT,
THENCE NORTH 07 DEGREES 15 MINUTES 32 SECONDS WEST, 316.45 FEET TO A POINT,
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 230.37 FEET TO A POINT,
THENCE NORTH 37 DEGREES 41 MINUTES 08 SECONDS EAST, 425.42 FEET TO A POINT,
THENCE SOUTH 80 DEGREES 03 MINUTES 02 SECONDS EAST, 132.13 FEET TO A POINT,
THENCE SOUTH 43 DEGREES 00 MINUTES 00 SECONDS EAST, 32.07 FEET TO A POINT,
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 185.42 FEET,
SAID CURVE HAVING A RADIUS OF 125.00 FEET AND BEING SUBTENDED BY A CHORD
OF 168.88 FEET, AT SOUTH 53 DEGREES 18 MINUTES 53 SECONDS EAST, TO A POINT,
THENCE SOUTH 64 DEGREES 00 MINUTES 00 SECONDS EAST, 32.30 FEET TO A POINT,
THENCE SOUTH 26 DEGREES 42 MINUTES 00 SECONDS EAST, 212.53 FEET TO A POINT,
THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 20.00 FEET,
SAID CURVE HAVING A RADIUS OF 1440.65 FEET AND BEING SUBTENDED BY A CHORD
OF 20.00 FEET, AT SOUTH 26 DEGREES 18 MINUTES 08 SECONDS EAST, TO A POINT,
THENCE SOUTH 72 DEGREES 45 MINUTES 18 SECONDS WEST, 411.34 FEET TO A POINT,
SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 6.98 ACRES.

THENCE NORTH 13 DEGREES 29 MINUTES 52 SECONDS WEST, 85.26 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 14.13 FEET,
SAID CURVE HAVING A RADIUS OF 367.52 FEET AND BEING SUBTENDED BY A CHORD
OF 14.12 FEET, AT NORTH 75 DEGREES 24 MINUTES 04 SECONDS EAST, TO A POINT;
THENCE NORTH 74 DEGREES 18 MINUTES 00 SECONDS EAST, 99.65 FEET TO A POINT;
THENCE SOUTH 15 DEGREES 42 MINUTES 00 SECONDS EAST, 236.80 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 773.15 FEET TO A POINT;
THENCE SOUTH 07 DEGREES 15 MINUTES 32 SECONDS EAST, 316.45 FEET TO A POINT;
THENCE SOUTH 32 DEGREES 06 MINUTES 00 SECONDS WEST, 459.13 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 333.57 FEET TO A POINT;
THENCE SOUTH 44 DEGREES 18 MINUTES 00 SECONDS EAST, 190.00 FEET TO A POINT;
THENCE NORTH 70 DEGREES 06 MINUTES 00 SECONDS EAST, 531.40 FEET TO A POINT;
THENCE NORTH 80 DEGREES 42 MINUTES 00 SECONDS EAST, 730.27 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 265.54 FEET,
SAID CURVE HAVING A RADIUS OF 654.53 FEET AND BEING SUBTENDED BY A CHORD
OF 263.73 FEET, AT SOUTH 31 DEGREES 46 MINUTES 12 SECONDS EAST, TO A POINT;
THENCE SOUTH 54 DEGREES 36 MINUTES 00 SECONDS WEST, 220.68 FEET TO A POINT;
THENCE SOUTH 79 DEGREES 54 MINUTES 00 SECONDS WEST, 899.67 FEET TO A POINT;
THENCE SOUTH 49 DEGREES 42 MINUTES 00 SECONDS WEST, 273.39 FEET TO A POINT;
THENCE SOUTH 11 DEGREES 24 MINUTES 00 SECONDS WEST, 193.20 FEET TO A POINT;
THENCE SOUTH 23 DEGREES 48 MINUTES 00 SECONDS EAST, 198.72 FEET TO A POINT;
THENCE SOUTH 86 DEGREES 53 MINUTES 24 SECONDS EAST, 131.91 FEET TO A POINT;
THENCE NORTH 58 DEGREES 00 MINUTES 00 SECONDS EAST, 237.28 FEET TO A POINT;
THENCE NORTH 75 DEGREES 42 MINUTES 00 SECONDS EAST, 90.28 FEET TO A POINT ON
THE LINE COMMON TO LAND LOT 39 COBB COUNTY AND LAND LOT 180 PAULDING COUNTY
THENCE LEAVING SAID COMMON COUNTY LINE NORTH 84 DEGREES 36 MINUTES 00 SECONDS
EAST, 252.30 FEET TO A POINT;
THENCE NORTH 86 DEGREES 24 MINUTES 00 SECONDS EAST, 311.38 FEET TO A POINT;
THENCE NORTH 68 DEGREES 18 MINUTES 00 SECONDS EAST, 684.98 FEET TO A POINT;
THENCE NORTH 35 DEGREES 36 MINUTES 00 SECONDS EAST, 85.00 FEET TO A POINT;
THENCE SOUTH 54 DEGREES 24 MINUTES 00 SECONDS EAST, 78.58 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 104.96 FEET,
SAID CURVE HAVING A RADIUS OF 935.96 FEET AND BEING SUBTENDED BY A CHORD
OF 104.91 FEET, AT SOUTH 57 DEGREES 36 MINUTES 46 SECONDS EAST, TO A POINT;
THENCE SOUTH 29 DEGREES 18 MINUTES 00 SECONDS WEST, 130.04 FEET TO A POINT;
THENCE SOUTH 57 DEGREES 06 MINUTES 00 SECONDS WEST, 838.76 FEET TO A POINT ON
THE SOUTHERLY LINE OF LAND LOT 39 COBB COUNTY THENCE FOLLOWING SAID SOUTHERLY
LAND LOT LINE NORTH 88 DEGREES 58 MINUTES 50 SECONDS WEST, 640.15 FEET TO A
POINT;
SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINS 64.21 ACRES.

Deed Book 13573 Pg 3099

Deed Book 13758 Pg 5564
Filed and Recorded Jun-82-2003 10:29am
2003-0126329

Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

CROSS REFERENCE: COBB COUNTY, GEORGIA:
Deed Book: 13573
Page: 3019
PAULDING COUNTY, GEORGIA:
Deed Book: 1210
Page: 751

After recording, please return to:
Lisa A. Crawford
Dorough & Dorough, LLC
Attorneys at Law
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030

4
16

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GOVERNORS TOWNE CLUB

THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") is made this 30th day of May, 2003 by GOVERNORS TOWNE CLUB DEVELOPMENT, INC., a Georgia corporation (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, which was recorded on August 8, 2002 in Deed Book 13573, Pages 3019, *et seq.*, Cobb County, Georgia records and which was recorded on August 16, 2002 in Deed Book 1210, Pages 751, *et seq.*, Paulding County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, pursuant to Article XIII, Section 13.02 of the Declaration, during any period in which Declarant retains the right to appoint and remove any directors and officers of the Governors Towne Club Homeowners' Association, Inc. (hereinafter referred to as the "Association"), Declarant may amend the Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of the Superior Court of Cobb and Paulding County, Georgia without the approval of any Member, Owner or Mortgagee; provided, however, that, with the exception of the addition of Additional Property to the terms of this Declaration, (i) in the event that such amendment materially alters or changes any Owner's right to use and enjoy

his Lot or Dwelling, or the Common Areas as set forth in the Declaration or adversely affects the title to any Lot or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereof all of such Mortgagees so affected; and

WHEREAS, Declarant retains the right to appoint and remove any directors and officers of the Association; and

WHEREAS, this First Amendment does not materially alter or change any Owner's right to use and enjoy his Lot or Dwelling, or the Common Areas as set forth in the Declaration or adversely affects the title to any Lot or Dwelling; and

WHEREAS, this First Amendment does not materially and adversely affect the security title and interest of any Mortgagee;

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by adding to Article IX, Section 9.03 of the Declaration entitled, "Computation of Annual Assessments" a new subsection (xiii) to read as follows:

(xiii) the expenses incurred by the Association in connection with contracting with a garbage and recycling collection service serving the Development, if any;

2.

The Declaration is hereby amended by adding to Article IX, Section 9.03 of the Declaration entitled, "Computation of Annual Assessments" a new subsection (xiv) to read as follows:

(xiv) the expenses incurred by the Association in connection with contracting with a private company to maintain, man and operate a security guardhouse serving the Development, if any;

3.

The Declaration is hereby amended by adding to Article IX, Section 9.03 of the Declaration entitled, "Computation of Annual Assessments" a new subsection (xv) to read as follows:

(xv) the expenses incurred by the Association in connection with contracting with a private company to operate, maintain and monitor a central security system and security service serving the Development and each Dwelling within the Development, if any, as provided in Article 11, Section 11.07 hereof.

4.

The Declaration is hereby amended by adding to Article XI of the Declaration entitled, "Use Restrictions" a new Section 11.17 entitled, "Garbage Cans and Garbage Collection Service" to read as follows:

11.17 Garbage Cans and Garbage Collection Service. All garbage cans shall be located or screened so as to be concealed from view of neighboring Dwellings, Lots, streets and property located adjacent to the Lot. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. No garbage or trash shall be placed on the Common Property, temporarily or otherwise, except as provided herein. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Development as needed for efficient construction and to allow, in Declarant's sole discretion, developers and builders within the Development to do so. The Association may contract with a private garbage collection company to pick up all usual and customary household trash on a regular basis. Trash and recycling receptacles shall be placed at the curb no earlier than 5:00 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 of Directors may adopt.

5.

Unless otherwise defined herein, the words used in this First Amendment shall have the same meaning as set forth in the Declaration.

6.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and in the records of the Clerk of Superior Court of Paulding County, Georgia, respectively, and shall be enforceable against current Owners of a Lot subject to the Declaration.

7.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

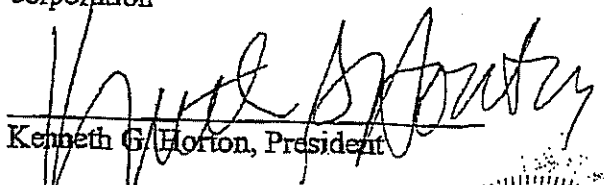
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed under seal the day and year first above written.

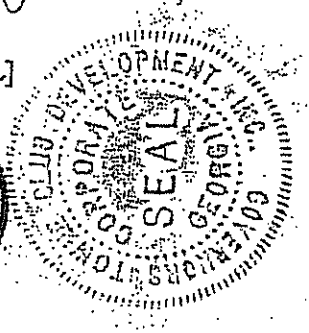
DECLARANT:

GOVERNORS TOWNE CLUB
DEVELOPMENT, INC., a Georgia
corporation

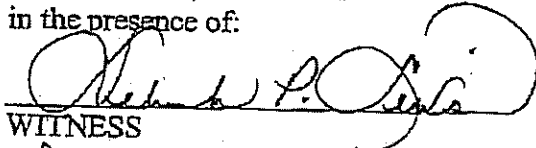
By:


Kenneth G. Horton, President

[AFFIX CORPORATE SEAL]



Signed, sealed, and delivered
in the presence of:



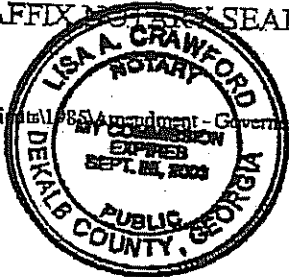
WITNESS


Lisa A. Crawford

NOTARY PUBLIC

My Commission Expires: SEPT. 28, 2003

[AFFIX NOTARY SEAL]



P:\Client\1854 Amendment - Governors.doc

er
Went

PAULDING COUNTY CLERK
PAULDING COUNTY
FILED IN REC'D

Deed Book 13879 Pg 2889
Filed and Recorded Nov-03-2003 09:11am
2003-0271753

044188

2003 NOV -3 PM 4: 55

BK 1523 PG 0200

LISA A. W. SHELTON
CLERK
PAULDING COUNTY COURTS

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

CROSS REFERENCE: COBB COUNTY, GEORGIA:
Deed Book: 13573
Page: 3019
PAULDING COUNTY, GEORGIA:
Deed Book: 1210
Page: 751

After recording, please return to:
Lisa A. Crawford
Dorough & Dorough, LLC
Attorneys at Law
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GOVERNORS TOWNE CLUB**

THIS SECOND AMENDMENT (hereinafter referred to as "Second Amendment") is made this ___ day of July, 2003 by **GOVERNORS TOWNE CLUB DEVELOPMENT, INC.**, a Georgia corporation (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, which was recorded on August 9, 2002 in Deed Book 13573, Pages 3019, *et seq.*, Cobb County, Georgia records and which was recorded on August 16, 2002 in Deed Book 1210, Pages 751, *et seq.*, Paulding County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, pursuant to Article XIII, Section 13.02 of the Declaration, during any period in which Declarant retains the right to appoint and remove any directors and officers of the Governors Towne Club Homeowners' Association, Inc. (hereinafter referred to as the "Association"), Declarant may amend the Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of the Superior Court of Cobb and Paulding County, Georgia without the approval of any Member, Owner or Mortgagee; provided, however, that, (i) in the event that such amendment materially alters or changes any Owner's right to use and enjoy his Lot or Dwelling, or the Common Areas as set forth in the Declaration or adversely

BK 1523 PG 0201

Deed Book 13879 Pg 2890

affects the title to any Lot or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereof all of such Mortgagees so affected; and

WHEREAS, Declarant retains the right to appoint and remove any directors and officers of the Association; and

WHEREAS, this Second Amendment does not materially alter or change any Owner's right to use and enjoy his Lot or Dwelling, or the Common Areas as set forth in the Declaration or adversely affects the title to any Lot or Dwelling; and

WHEREAS, this Second Amendment does not materially and adversely affect the security title and interest of any Mortgagee;

NOW THEREFORE, the undersigned hereby adopt this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by adding to Article I, Section 1.01 of the Declaration entitled, "Definitions" a new subsection to read as follows:

(gg) "Neighborhood" means each separately developed and denominated area within the Development which has been so designated in one or more Supplementary Declarations or by recording an approved subdivision plat in the records of the Clerk of the Superior Court of Cobb County, Georgia or the records of the Clerk of the Superior Court of Paulding County, Georgia, respectively, that expressly sets forth Declarant's intention to designate said area within the Development as a neighborhood. By way of illustration and not limitation, a townhouse development, single-family detached housing development or condominium development might each be designated as a separate Neighborhood. The Declarant shall have the right to designate separate Neighborhood status and change the Neighborhood status of any previously designated Neighborhood for any property in the Development.

2.

The Declaration is hereby amended by adding to Article V, Section 5.02 of the Declaration entitled "Association's Responsibility" a new subsection (a) to read as follows:

(a) Maintenance in Neighborhoods. In addition to the maintenance obligations provided in Section 5.02 above, the Association shall perform additional maintenance obligations for each Neighborhood made a part of the

Development as described herein. The additional maintenance obligation may include, without limitation, the cost of maintaining entry features, signage, improvements and landscaping for the Neighborhood, regardless of ownership or the Person performing the maintenance.

3.

The Declaration is hereby amended by adding to Article I, Section 1.01 of the Declaration entitled, "Definitions" a new subsection to read as follows:

(hh) "Pod - D Neighborhood" shall mean that tract or parcel of land more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference, which is hereby designated as the "Pod - D Neighborhood".

4.

The Declaration is hereby amended by adding to Article V, Section 5.02(a) of the Declaration entitled "Maintenance of Neighborhoods" a new subsection (1) to read as follows:

(1) In addition to the maintenance obligations provided in this Declaration, the Association shall maintain the landscaping of the Dwellings in the Pod - D Neighborhood as follows: lawn mowing on a regular basis; pruning and maintaining trees, shrubs, bushes and other planting(s) in a manner determined by the Board. Owners of Dwellings within Pod - D Neighborhood shall not install or alter any landscaping or landscape improvements without prior written approval of the Architectural Standards Committee, which may be conditioned upon the Owner assuming all responsibility for maintenance of such item(s) and authorizing the Association to remove such item(s) if determined necessary or appropriate in the Committee's discretion. All costs of the Association's additional maintenance obligation for Pod - D Neighborhood shall be assessed as a Neighborhood Assessment against the Owners of Dwellings in Pod - D Neighborhood pursuant to a budget established by the Board in accordance with Article IX, Section 9.03 hereof.

5.

This Declaration is hereby amended by adding at the end of Article IX, Section 9.03 of the Declaration entitled, "Computation and Annual Assessments" a new paragraph to read as follows:

Budget for Neighborhoods. In addition to all other assessments provided for herein, Owners located in Neighborhoods shall be subject to additional assessments for maintenance services provided herein and in Article V, Section 5.02 hereof. In addition to the budget provided for above, the Board shall annually prepare a budget of anticipated expenses in discharging its responsibilities under Article V, Section 5.02 hereof with respect to performing maintenance for Dwellings in each respective Neighborhood submitted to this Declaration. All such expenses shall be

BK 1523PG0203

assessed equally against the Owners in the Neighborhood. The Board shall cause such budget and assessment to be delivered as a Neighborhood assessment as provided in Section 9.13, on the Owners in the Neighborhood at least fifteen (15) days prior to the annual meeting. Such budget and assessment shall become effective unless disapproved at the annual meeting by: (1) Declarant, as long as Declarant has the authority to appoint and remove officers and directors hereunder, or (2) fifty-one (51%) percent of the total votes held by Owners in the Neighborhood, which must be cast in person or by proxy at such annual meeting. If the budget is disapproved hereunder or the Board fails to determine a budget for any year, then the prior year's budget and assessment shall continue as the current year's budget unless and until a new budget and assessment is approved by the Board. The Board, in its discretion, may approve a revised budget and assessment at any time during the fiscal year with a special meeting of the Owners in the Neighborhood, subject to the same procedure provided above for adoption of budgets at annual meetings.

6.

This Declaration is hereby amended by adding to Article IX of the Declaration entitled, "Assessments" a new Section 9.13 entitled, "Neighborhood Assessments" to read as follows:

Section 9.13 Neighborhood Assessments. The Association may levy assessments against the property in a particular Neighborhood to fund actual and estimated expenses incurred by the Association for the primary benefit of property within such Neighborhood, including without limitation, maintenance required to be performed by the Association with respect to property within such Neighborhood. Neighborhood assessments shall be levied as specifically budgeted from time to time by the Board of Directors pursuant to this Declaration. In addition, the Board shall levy a Neighborhood assessment upon the request of the Owners holding two-thirds (2/3) of the Total Association Vote applicable to Dwellings or Lots within a Neighborhood.

7.

This Declaration is hereby amended by adding to Article IX of the Declaration entitled, "Assessments" a new Section 9.14 entitled, "Specific Assessments" to read as follows:

Section 9.14 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

BK 1523PG0204

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

8.

Unless otherwise defined herein, the words used in this Second Amendment shall have the same meaning as set forth in the Declaration.

9.

This Second Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and in the records of the Clerk of Superior Court of Paulding County, Georgia, respectively, and shall be enforceable against current Owners of a Lot subject to the Declaration.

10.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

BK 1523PG0205

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed under seal the day and year first above written.

DECLARANT:


**GOVERNORS TOWNE CLUB
DEVELOPMENT, INC.**, a Georgia
corporation

By:


Kenneth G. Horton, President

[AFFIX CORPORATE SEAL]

Signed, sealed, and delivered
in the presence of:

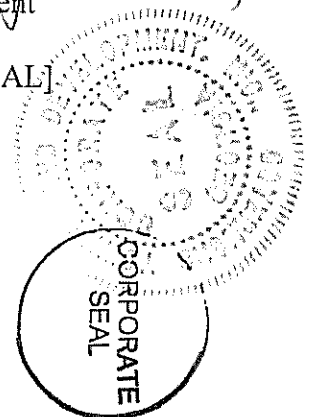
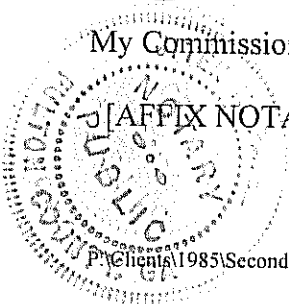

WITNESS


NOTARY PUBLIC

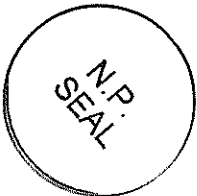
JITEN K. PATEL
NOTARY PUBLIC, FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MARCH 23, 2007

My Commission Expires:

[AFFIX NOTARY SEAL]



RECORDED 11-5 2003
TREVIA W. SHELTON, CLERK
SUPERIOR COURT, FAULKNER CO



BK 1523PG0206

Deed Book 13879 Pg 2895
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

EXHIBIT "A"

All that tract or parcel of land more particularly described as "The Governors Towne Club Unit D" prepared for Governors Towne Club, prepared by John C. Gaskins, Georgia Registered Land Surveyor No. 2060, dated January 13, 2003, recorded at Plat Book 213, page 85, Cobb County, Georgia records.

BK 1536PG0946

047035

PAULDING COUNTY GEORGIA
PAULDING COUNTY COURTS
REC'D IN OFFICE

03 NOV 21 PM 3:29

TREVA W. SHELTON
CLERK
PAULDING COUNTY COURTS

Deed Book 13891 Pg 1378
Filed and Recorded Nov-21-2003 02:42pm
2003-0288213



Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

CROSS REFERENCE: COBB COUNTY, GEORGIA:

Deed Book: 13573

Page: 3019

PAULDING COUNTY, GEORGIA:

Deed Book: 1210

Page: 751

After recording, please return to:

Kathleen N. Bagley

Dorough & Dorough, LLC

Attorneys at Law

Two Decatur TownCenter, Suite 520

125 Clairemont Avenue

Decatur, Georgia 30030

RR
1/6
20

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GOVERNORS TOWNE CLUB**

THIS THIRD AMENDMENT (hereinafter referred to as "Third Amendment") is made this 20th day of November, 2003 by **GOVERNORS TOWNE CLUB DEVELOPMENT, INC.**, a Georgia corporation (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, which was recorded on August 9, 2002 in Deed Book 13573, Pages 3019, *et seq.*, Cobb County, Georgia records and which was recorded on August 16, 2002 in Deed Book 1210, Pages 751, *et seq.*, Paulding County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, pursuant to Article XIII, Section 13.02 of the Declaration, during any period in which Declarant retains the right to appoint and remove any directors and officers of the Governors Towne Club Homeowners' Association, Inc. (hereinafter referred to as the "Association"), Declarant may amend the Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of the Superior Court of Cobb and Paulding County, Georgia without the approval of any Member, Owner or Mortgagee; provided, however, that, (i) in the event that such amendment materially alters or changes any Owner's right to use

and enjoy his Lot or Dwelling, or the Common Areas as set forth in the Declaration or adversely affects the title to any Lot or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereof all of such Mortgagees so affected; and

WHEREAS, Declarant retains the right to appoint and remove any directors and officers of the Association; and

WHEREAS, this Third Amendment does not materially and adversely affect the security title and interest of any Mortgagee;

WHEREAS, the undersigned Declarant desires to amend the Declaration to eliminate from the coverage of the Declaration a portion of the property presently subject thereto;

NOW THEREFORE, the undersigned hereby adopts this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by removing the real property described on the Exhibit "A" attached hereto and incorporated herein by this reference in its entirety from the Declaration.

2.

The Declaration is hereby amended by adding to Article II of the Declaration entitled "Development" a new Section 2.06 to read as follows:

2.06 Removal of Property. If included in error or due to changes in the development plan that in the sole discretion of Declarant in a particular case are consistent with the overall scheme of development for Governors Towne Club, property subject to this Declaration may be subsequently removed by the Declarant, with the consent of the Owner(s) thereof, from the provisions of this Declaration. Any such removal shall be accomplished by the filing for record of an amendment to this Declaration describing the property removed and shall be effective upon filing for record in the county in which the property to be removed is located, unless a later effective date is provided therein. Such amendment shall be executed by the Declarant and the Owner(s) of the property being removed and shall not require the vote or consent of any other Person.

3.

BK 1536PG0948

Deed Book 13891 Pg 1380

Unless otherwise defined herein, the words used in this Third Amendment shall have the same meaning as set forth in the Declaration.

4.

This Third Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and in the records of the Clerk of Superior Court of Paulding County, Georgia, respectively, and shall be enforceable against current Owners of a Lot subject to the Declaration.

5.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

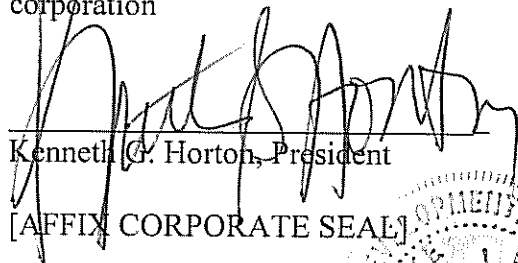
BK 1536PG0949

Deed Book 13891 Pg 1381

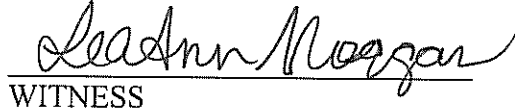
IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to be executed under seal the day and year first above written.

DECLARANT: **GOVERNORS TOWNE CLUB DEVELOPMENT, INC.,** a Georgia corporation

By:


Kenneth G. Horton, President
[AFFIX CORPORATE SEAL]

Signed, sealed, and delivered in the presence of:

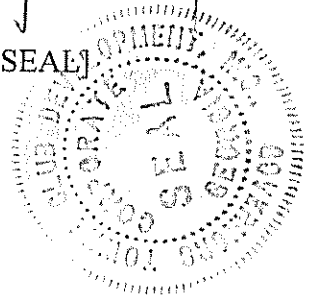

WITNESS


NOTARY PUBLIC

JITEN K. PATEL
NOTARY PUBLIC, FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MARCH 23, 2007

My Commission Expires:

[AFFIX NOTARY SEAL]



PA\clients\1985\Third Amend - Governors.doc

RECORDED 11-25 2003
TREVIA W. SHELTON, CLERK
SUPERIOR COURT, PAULDING CO

BK 1536PG0950

EXHIBIT "A"

TRACT A

All that tract or parcel of land lying and being in Land Lot 40, 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Begin at the iron pin set at the northerly right-of-way line of Cedarcrest Road (having a 50-foot right-of-way width) and the westerly right-of-way line of North Cobb Parkway U.S. 41 (having a 300-foot right-of-way width), said iron pin set being the POINT OF BEGINNING; running thence along the northerly right-of-way line of Cedarcrest Road the following courses and distances; South 46 degrees 09 minutes 31 seconds West a distance of 202.88 feet to a point; along the arc of the curve to the right (said arc being subtended by a chord bearing South 59 degrees 57 minutes 16 seconds West, a chord distance of 274.24 feet, and having a radius of 575.00 feet) an arc distance of 276.90 feet to a point; and South 73 degrees 45 minutes 02 seconds West a distance of 44.43 feet to an iron pin set; thence leaving said right-of-way line running North 29 degrees 23 minutes 01 seconds West a distance of 562.65 feet to an iron pin found on the land lot line common to Land Lots 37 and 40 said district, section and county, said point being located North 89 degrees 12 minutes 43 seconds East a distance of 900.00 feet from the 1" by .5" iron bar found at the northwest corner of Land Lot 40; thence running along the land lot line common to Land Lots 37 and 40 North 89 degrees 12 minutes 43 seconds East a distance of 644.94 feet to an iron pin found on the westerly right-of-way line of North Cobb Parkway; thence leaving said land lot line common to Land Lots 37 and 40 and running thence along the westerly right-of-way line of North Cobb Parkway South 15 degrees 24 minutes 27 seconds East a distance of 216.65 feet to the POINT OF BEGINNING; said tract containing 5.174 acres.

CONTINUED...

BK 1536PG0951

Deed Book 13891 Pg 1383
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

EXHIBIT "A"
CONTINUED - PAGE 2

TRACT B

All that tract or parcel of land lying and being in Land Lot 40, 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

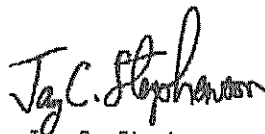
Begin at an iron pin set at the northerly right-of-way line of Cedarcrest Road (having a 50-foot right-of-way width) and the westerly right-of-way line of North Cobb Parkway U.S. 41 (having a 300-foot right-of-way width), then running along the northerly right-of-way line of Cedarcrest Road the following courses and distances: South 46 degrees 09 minutes 31 seconds West a distance of 202.88 feet to a point; thence running along the arc of a curve to the right (said arc being subtended by a chord bearing South 59 degrees 57 minutes 16 seconds West, a chord distance of 274.24 feet, and having a radius of 575.00 feet) an arc distance of 276.90 feet to a point; thence running South 73 degrees 45 minutes 02 seconds West a distance of 44.43 feet to an iron pin set; thence running North 29 degrees 23 minutes 01 seconds West a distance of 5.13 feet to an iron pin set, said point being the POINT OF BEGINNING; running thence South 73 degrees 45 minutes 02 seconds West, a distance of 129.15 feet to a point; running thence along the arc of a curve to the left (said arc being subtended by a chord bearing South 63 degrees 32 minutes 28 seconds West, a chord distance of 258.78 feet, and having a radius of 730.00 feet) and arc distance of 260.15 feet to a point; thence South 53 degrees 19 minutes 55 seconds West a distance of 159.29 feet to an iron pin set; thence leaving said right-of-way line and running North 14 degrees 03 minutes 13 seconds East a distance of 227.90 feet to an iron pin set; thence running North 07 degrees 09 minutes 41 seconds East a distance of 514.04 feet to an iron pin set; thence running North 89 degrees 12 minutes 43 seconds East a distance of 90.47 feet to an iron pin found; thence running South 29 degrees 23 minutes 01 seconds East a distance of 562.65 feet to the POINT OF BEGINNING; said tract containing 3.786 acres.

BK 1638 PG 0332

PAULDING COUNTY, GEORGIA Deed Book 13916 Pg 3610
PAULDING COUNTY, GEORGIA Filed and Recorded Jan-15-2004 10:35am
CLERK'S OFFICE 2004-0009885

04 MAY -7 PM 1:09

REBEKA W. SHELLTON
CLERK
PAULDING COUNTY COURTS



Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

CROSS REFERENCE: COBB COUNTY, GEORGIA:

Deed Book: 13573

Page: 3019

PAULDING COUNTY, GEORGIA:

Deed Book: 1210

Page: 751

Samuel S. Feldman
watt

After recording, please return to:
Kathleen N. Bagley
Dorough & Dorough, LLC
Attorneys at Law
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030

**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GOVERNORS TOWNE CLUB**

THIS FOURTH AMENDMENT (hereinafter referred to as "Fourth Amendment") is made this 31st day of December, 2003 by **GOVERNORS TOWNE CLUB DEVELOPMENT, INC.**, a Georgia corporation (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, which was recorded on August 9, 2002 in Deed Book 13573, Pages 3019, *et seq.*, Cobb County, Georgia records and which was recorded on August 16, 2002 in Deed Book 1210, Pages 751, *et seq.*, Paulding County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, pursuant to Article XIII, Section 13.02 of the Declaration, during any period in which Declarant retains the right to appoint and remove any directors and officers of the Governors Towne Club Homeowners' Association, Inc. (hereinafter referred to as the "Association"), Declarant may amend the Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of the Superior Court of Cobb and Paulding County, Georgia without the approval of any Member, Owner or Mortgagee; provided, however, that, (i) in the event that such amendment materially alters or changes any Owner's right to use

BK 1638PG0333

and enjoy his Lot or Dwelling, or the Common Areas as set forth in the Declaration or adversely affects the title to any Lot or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereof all of such Mortgagees so affected; and

WHEREAS, Declarant retains the right to appoint and remove any directors and officers of the Association; and

WHEREAS, this Fourth Amendment does not materially alter or change any Owner's right to use and enjoy his Lot or Dwelling, or the Common Areas as set forth in the Declaration or adversely affect the title to any Lot or Dwelling;

WHEREAS, this Fourth Amendment does not materially and adversely affect the security title and interest of any Mortgagee;

NOW THEREFORE, the undersigned hereby adopts this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by adding to Article I of the Declaration entitled "Definitions" a new Section 1.01 (gg) to read as follows:

(gg) "Daycare Center Lot" shall mean and refer to that certain portion of the Property designated by Declarant herein as a Daycare Center Lot, by recordation of such description as an amendment to this Declaration or in a deed designating such portion of the Property as a Daycare Center Lot recorded with the Clerk of Superior Court of the County where such portion of the Property is located.

2.

Section 1.01(y) of the Declaration entitled, "Lot," is hereby amended by adding a new sentence at the end of the second paragraph to read as follows:

The term "Lot" shall also include a Daycare Center Lot as defined herein.

3.

The first sentence of Section 2.01 of Article II of the Declaration is hereby deleted in its entirety and replaced with the following:

BK 1638PG0334

Except as otherwise set forth in Section 11.03 and 11.17, all Lots within the Development shall be and are hereby restricted exclusively to residential use and shall be subject to the standards and restrictions set forth herein.

4.

The first sentence of Section 11.03 of Article XI of the Declaration is hereby deleted in its entirety and replaced with the following:

Except as permitted by Section 11.12 and 11.17 hereof, each Lot and Dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The provisions of this Section 11.03 shall not apply to a Daycare Center Lot.

5.

The Declaration is hereby amended by adding to Article XI of the Declaration entitled "Use Restrictions" a new Section 11.17 to read as follows:

11.17 Daycare Center. The Declarant has the option, but is not obligated, to designate a portion of the Property as a Daycare Center Lot. Any such Daycare Center Lot shall be subject to the restrictions of this Article XI, entitled "Use Restrictions" and to the restrictions of Article X, entitled "Architectural Standards and Use Restrictions", except that a Daycare Center Lot shall not be subject to the restrictions contained in Section 11.02, Section 11.03, Section 11.04, Section 11.05, Section 11.07, and Section 11.11. The Daycare Center Lot shall also be subject to the enforcement provisions of Article XII for the failure to comply with the restrictions of Article X and Article XI hereof.

Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Daycare Center Lot or the private daycare facilities thereon. Rights to use the Daycare Center Lot will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Daycare Center Lot. The owners of the Daycare Center Lot shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Daycare Center Lot, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve and to terminate use rights altogether, subject to the terms of any written agreements with their respective members. The Association shall have no power to promulgate use restrictions or rules affecting activities on or use of any Daycare Center Lot without the prior written consent of the owners of the Daycare Center Lot affected thereby.

A Daycare Center Lot shall be used only as a center for the supervision and recreation of children age (12) and below in accordance with the applicable zoning regulations of Cobb or Paulding County, as applicable. The owner of a Daycare Center Lot shall not be a member of the Association and as such shall not be subject to any annual or special assessments nor shall the owner of a Daycare Center Lot be entitled to vote on any matter coming before the

BK 1638PG0335

Association. Further, the owner of a Daycare Center Lot shall not have any right to use the Common Areas including any recreational facilities and amenities located thereon.

6.

This Fourth Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and in the records of the Clerk of Superior Court of Paulding County, Georgia, respectively.

7.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

BK 1638PG0336

IN WITNESS WHEREOF, the Declarant has caused this Fourth Amendment to be executed under seal the day and year first above written and hereby designates the property described on Exhibit "A" attached hereto and by this reference incorporated herein, as a Daycare Center Lot.

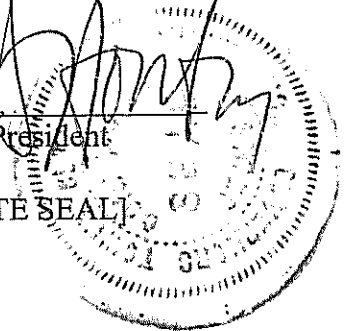
DECLARANT:

GOVERNORS TOWNE CLUB
DEVELOPMENT, INC., a Georgia
corporation

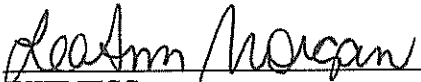
By:


Kenneth G. Horton, President

[AFFIX CORPORATE SEAL]



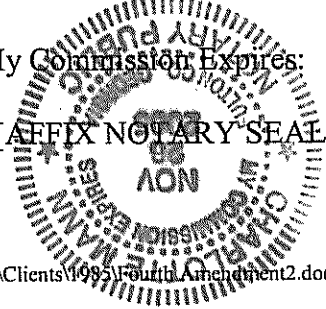
Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



RECORDED 5-10 2004
TREVA W. SHELTON, CLERK
SUPERIOR COURT, PAULDING CO.



BK 1638PG0337

EXHIBIT "A"

Deed Book 13916 Pg 3615
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Property Line Description: Day Care Center tract for The Governor's Towne Club

All that tract or parcel of land lying and being in Land Lot 252 of the 3rd District,
3rd Section, Paulding County, Georgia, and being more particularly described as follows:

Beginning at a point at the Southeast corner of Land Lot 181 Paulding County, said point being on
the line between Paulding County and Cobb County, thence following said county line South 00
degrees 20 minutes 54 seconds West, 594.61 feet to a point;
said point being the POINT OF BEGINNING.

Thence continuing along said Land Lot line South 00 degrees 20 minutes 54 seconds West, 394.42
feet to a point;
thence leaving said Land Lot line North 86 degrees 36 minutes 22 seconds West, 378.86 feet to a
point;
thence North 42 degrees 11 minutes 10 seconds West, 28.58 feet to a point;
thence North 02 degrees 13 minutes 19 seconds East, 151.17 feet to a point;
thence along a curve to the left, an arc distance of 85.04 feet,
said curve having a radius of 188.87 feet and being subtended by a chord
of 84.33 feet, at North 10 degrees 40 minutes 40 seconds West, to a point;
thence North 74 degrees 04 minutes 15 seconds East, 425.91 feet to a point on the Westerly side of
said Land Lot line.

Said point being the POINT OF BEGINNING.

Said tract or parcel of land contains 2.96 acres (128,991 square feet).

BK:1908PG0691

PAULDING COUNTY GEORGIA
PAULDING COUNTY COURTS
FILED IN OFFICE

05 JUN 16 PM 12:00

TREVA W. SHELTON
CLERK
PAULDING COUNTY COURTS

Deed Book 14167 Pg 3877
Filed and Recorded Jun-10-2005 02:30pm
2005-0099488

Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

CROSS REFERENCE: COBB COUNTY, GEORGIA:

Deed Book: 13573

Page: 3019

PAULDING COUNTY, GEORGIA:

Deed Book: 1210

Page: 751

After recording, please return to:

Lisa A. Crawford

Dorough & Dorough, LLC

Attorneys at Law

Two Decatur TownCenter, Suite 520

125 Clairemont Avenue

Decatur, Georgia 30030

**FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GOVERNORS TOWNE CLUB**

THIS FIFTH AMENDMENT (hereinafter referred to as "Fifth Amendment") is made this 10 day of May, 2005 by **GOVERNORS TOWNE CLUB DEVELOPMENT, INC.**, a Georgia corporation (hereinafter referred to as "Declarant"), **THE GOVERNORS TOWNE CLUB, INC.**, a Georgia corporation (hereinafter referred to as the "Golf Club"), and the undersigned Owners of Lots and/or Dwellings in the Community.

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, which was recorded on August 9, 2002 in Deed Book 13573, Pages 3019, *et seq.*, Cobb County, Georgia records and which was recorded on August 16, 2002 in Deed Book 1210, Pages 751, *et seq.*, Paulding County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, Declarant is the owner of a portion of the real property subject to the Declaration, which real property consists of an amenity area which contains swimming and tennis facilities and related improvements, as more particularly described on Exhibit "A" attached hereto and by this reference is incorporated herein (hereinafter referred to as the "Amenity Area"); and

BK 1908PG0692

WHEREAS, Section 2.06 of the Declaration, entitled "Removal of Property", provides in pertinent part, "If included in error or due to changes in the development plan that in the sole discretion of Declarant in a particular case are consistent with the overall scheme of development for Governors Towne Club, property subject to this Declaration may be subsequently removed by the Declarant, with the consent of the Owner(s) thereof, from the provisions of this Declaration." which removal may be effected by filing for record an amendment to the Declaration, executed by the Declarant and the Owner(s) of the property being removed and shall not require the vote or consent of any other Person, describing the property removed; and

WHEREAS, due to changes in the development of the Governors Towne Club Community, which in the sole determination of Declarant, are consistent with the overall scheme of development for Governors Towne Club, Declarant desires to remove the Amenity Area from the Governors Towne Club Community and the jurisdiction of the Declaration and the Governors Towne Club Homeowners' Association, Inc. pursuant to Section 2.06 of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to remove the Amenity Area from the provisions of the Declaration as set forth herein; and

WHEREAS, Declarant desires to correct an error in the original recording of the Declaration which did not include a description of the Golf Club Property as Exhibit C attached thereto as provided in Article I, Section 1.01(v) of the Declaration as provided herein; and

WHEREAS, pursuant to Article XIII, Section 13.02 of the Declaration, during any period in which Declarant retains the right to appoint and remove any directors and officers of the Governors Towne Club Homeowners' Association, Inc. (hereinafter referred to as the "Association"), Declarant may amend the Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of the Superior Court of Cobb and Paulding County, Georgia without the approval of any Member, Owner or Mortgagee; provided, however, that, (i) in the event that such amendment materially alters or changes any Owner's right to use and enjoy his Lot or Dwelling, or the Common Areas as set forth in the Declaration or adversely affects the title to any Lot or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereof all of such Mortgagees so affected; and

WHEREAS, Declarant retains the right to appoint and remove any directors and officers of the Association; and

WHEREAS, this Fifth Amendment does not materially and adversely affect the security title and interest of any Mortgagee; and

WHEREAS, the undersigned Owners constitute a majority of the existing Owners affected by this Fifth Amendment; and

BK 1908PG0693

WHEREAS, Declarant and the undersigned Owners desire to amend the Declaration as otherwise set forth herein; and

WHEREAS, the Golf Club is the owner of the Golf Club Property (as that term is defined in the Declaration); and

WHEREAS, the Golf Club desires to join in and consent to this Fifth Amendment as provided herein;

NOW THEREFORE, the undersigned hereby adopt this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by removing the real property described on Exhibit "A", attached hereto and incorporated herein by this reference, in its entirety from the jurisdiction of the Declaration.

2.

The Declaration is hereby amended by adding to the Declaration as Exhibit "C" thereto the real property described on Exhibit "C" attached hereto and incorporated herein by this reference to be and constitute "Golf Club Property" as provided in the Declaration.

3.

The Declaration is hereby amended by adding to Article I, Section 1.01 of the Declaration entitled, "Definitions", a new subsection (hh) to read as follows:

(hh) "Amenity Area" shall mean and refer to that certain portion of the Golf Club Property which contains swimming and tennis facilities and related improvements. At no time shall the Amenity Area be a part of the Common Areas nor is or shall the Amenity Area be governed by the provisions of this Declaration. No Owner or Occupant nor the Association shall have any rights in and to or obligations with respect to the Amenity Area except as expressly and specifically provided herein.

BK 1908PG0694

4.

The Declaration is hereby further amended by adding a new Article XIV, entitled "Golf Club Provisions," to read as follows:

Article XIV
Golf Club Provisions

14.1 General. The Golf Club is a private club, separate and distinct from the Association, and governed by its own rules, regulations and requirements, including, without limitation, the Bylaws of Governors Towne Club, Inc. (as may be amended from time to time, the "Golf Club Bylaws"). The Golf Club Property, including, without limitation, the Amenity Area thereon, is not (and is not expected in the future to be) part of the Common Areas, and neither the Association nor any Owner or Occupant shall have any right, easement or privilege in and to the Golf Club Property or the amenities contained therein, including the right to enter upon or use the Golf Club facilities, except as specifically provided herein under such terms, conditions and requirements as may be established by the Golf Owner or the Golf Club from time to time, as the case may be. All other terms and conditions of membership status and the rights, privileges and obligations appurtenant thereto shall be determined by the Golf Owner or the Golf Club, as the case may be.

Declarant and the Golf Club desire to provide for issuance of a membership to the Golf Club for each Dwelling entitling the Authorized User(s) (as that term is defined below) of said membership to use and enjoy certain facilities in the Golf Club Property, as the Golf Club may permit in its sole discretion from time to time (said membership hereinafter the "Membership") as provided herein. Declarant and the Golf Club also desire to establish the obligation of the Owner(s) of each Dwelling to pay an initiation fee and such periodic dues for said Membership as the Golf Club may establish from time to time in accordance with this Article and to maintain a certain minimum level of Membership in and to the Golf Club, said minimum level of Membership being a Membership entitling the Authorized User(s) thereof to use and enjoy the non-golf facilities in the Golf Course Property, including, without limitation, the Amenity Area and such other facilities as the Golf Club may permit in its sole discretion from time to time (said Membership hereinafter the "Athletic Membership"), as provided in the Golf Club Bylaws.

14.2 Initiation Fee: Issuance of Memberships.

(a) Except as provided below, notwithstanding anything in the Golf Club Bylaws to the contrary, not later than fifteen (15) days after conveyance of title to a Lot or a Dwelling, as the case may be, to an Owner; or, if title to any Lot or Dwelling, as the case may be, is owned by one or more Owners as of the date this Fifth Amendment is recorded in the Cobb County land records and Paulding County land records, respectively, not later than fifteen (15) days after such date of recording, said Owner(s) shall:

BK 1908PG0695

(i) complete and return a membership agreement in such form as the Golf Club shall require, identifying each Owner of the Dwelling, designating the Owner in whose name the Membership shall be issued, indicating whether the application is for an Athletic Membership or such higher level Membership as may be offered by the Golf Club and allowed hereunder, if any, providing information regarding such Owner(s) and other Authorized User(s) as the Golf Club deems reasonably necessary to facilitate club operations; and

(ii) pay an initiation fee to the Golf Club in such amount as the Golf Club may establish from time to time; provided, however, in the event that said initiation fee was paid on behalf of the Owner(s) by a Builder who improved the Lot with a Dwelling and conveyed the same to said Owner in the ordinary course of business, said initiation fee shall be deemed paid by the Owner hereunder; provided further that, if the Owner has paid an initiation fee to the Golf Club and has obtained and is maintaining an Athletic Membership or a category of Membership with greater use privileges than an Athletic Membership in and to the Golf Club as of the date this Fifth Amendment is recorded in the Cobb County land records and Paulding County land records, respectively, said initiation fee shall be deemed paid by the Owner and shall not be due hereunder.

Upon receipt of the above, the Golf Club shall cause an Athletic Membership or such higher level of Membership, as the case may be, to be issued to the Owner designated pursuant to Subsection 14.2(a)(i) above. Such Athletic Membership shall constitute a license to use the non-golf facilities, including, the Amenity Area and such other facilities as the Golf Club may permit in its sole discretion from time to time, subject to such guest, user and service fees and such rules, regulations, and operating policies as the Golf Club may establish from time to time having general applicability to all classes of members entitled to use such facilities.

The Golf Club shall issue only one (1) Membership per Dwelling pursuant to this Article XIV. If more than one (1) person holds title to the Dwelling and the co-Owners fail to designate one (1) Owner in whose name the membership is to be issued within fifteen (15) days after taking title to the Dwelling, the Golf Club may issue the Membership in the name of any co-Owner in its discretion and all co-Owners shall be jointly and severally responsible for the obligations of the Membership.

(b) Change in Ownership. In the event of a change in ownership of the Dwelling resulting in the Owner in whose name the Membership is issued (the "Member") ceasing to hold an ownership interest in the Dwelling, the Membership shall automatically terminate as to the former Owner and the provisions of this Article XIV shall apply as to the new and/or remaining Owner(s) of said Dwelling, as the case may be, except that:

(i) if the Dwelling was owned by more than one (1) Person, any co-Owner who acquired title to the Dwelling at the same time as the co-Owner whose

BK 1908PG0696

ownership has terminated may be designated as the new Member and no additional initiation fee shall be due from said remaining Owner(s); and

(ii) no additional initiation fee shall be due upon transfer of the Membership from one spouse to another.

Except as set forth above, any change in ownership of a Dwelling resulting in any portion of the ownership interest coming to rest in the hands of a Person that did not hold an ownership interest on the date the Membership was issued, or any change in more than ten percent (10%) of the ownership interest in any legal entity holding title to a Dwelling, or any lesser percentage if the Golf Club reasonably determines that such change in ownership was undertaken for the purpose of avoiding the payment of an initiation fee hereunder, shall constitute a change in ownership requiring payment of another initiation fee pursuant to Subsection 14.2(a) above; provided, however, in the event that the Golf Club reasonably determines that any transfer of ownership of a Dwelling described in Subsections 14.2(b)(i) or 14.2(b)(ii) was undertaken for the purpose of avoiding the payment of an initiation fee hereunder, such transfer shall constitute a change in ownership requiring payment of another initiation fee pursuant to Subsection 14.2(a) above.

Each Owner transferring his or her ownership interest in a Dwelling shall be responsible for informing the subsequent Owner in writing of this obligation prior to entering into a contract for the sale of the Dwelling or otherwise transferring any interest in the Dwelling. Except as specifically provided herein, the new and/or remaining Owner(s) of a Dwelling shall perform or cause to be performed all other applicable obligations pursuant to this Article XIV with regard to obtaining and maintaining a Membership, including, without limitation, designation of the Owner in whose name the Membership shall be issued pursuant to Section 14.2(a)(i) hereof.

(c) Disposition of Initiation Fee. Except as may specifically be provided in the Golf Club Bylaws to the contrary, the initiation fee paid by an Owner pursuant to Section 14.2(a)(ii) hereof shall be non-refundable.

14.3 Exercise of Membership Privileges. The "Authorized Users" of a Membership issued pursuant to this Covenant shall be as follows:

(a) in the case of an individual Member, the named Member and, if married, his or her spouse, or if unmarried, a "Significant Other" (as that term is defined below), and in either case the unmarried children of the Member aged Twenty-Three (23) and under are living with the Member, attending school on a full-time basis, or serving in the United States Armed Services;

(b) in the case of a Member which is a legal entity, one (1) individual whom the Member designates in writing to the Golf Club ("Corporate Member") and, if married, his or her spouse or, if unmarried, his or her Significant Other (as that term is defined below), and in either case the unmarried children of the Corporate Member aged

BK 1908 PG 0697

Twenty-Three (23) and under who are living with the Corporate Member, attending school on a full-time basis, or serving in the United States Armed Services;

The term "Significant Other" shall mean and refer to an individual who resides with an unmarried Member or unmarried Corporate Member and who the Member or Corporate Member has designated as a "Significant Other" in a written agreement with the Golf Club. Such designation may be changed no more than once in any calendar year upon payment of such change fees as the Golf Club may establish, which fees shall not to exceed the amount charged any other classification of Members for the privilege of making such a change.

All privileges of Membership shall be limited to operating hours and subject to such policies and rules, including such disciplinary procedures and sanctions, associated with each facility located in the Golf Club Property, respectively, as the Golf Club may establish and modify from time to time.

Nothing herein shall obligate the Golf Club to offer or maintain food and beverage service nor shall anything herein dictate the level of service or hours of operation of any food and beverage service provided.

Notwithstanding anything herein to the contrary, the Golf Club shall have the right to suspend any Membership rights and privileges granted hereunder to use the Golf Club Property and any facilities thereon, for any period during which any past due Membership Fee or portion thereof remains unpaid; and for a reasonable period of time for an infraction of this Article XIV, the Golf Club Bylaws or the rules and regulations of the Golf Club as provided herein and in the Golf Club Bylaws.

14.4 Term of Memberships: Covenant to Maintain. Notwithstanding anything in the Golf Club Bylaws to the contrary, the Owner(s) of each Dwelling shall take the steps required under Section 14.2 to acquire the Membership for their Dwelling and shall maintain such Membership in good standing as long as they hold title to the Dwelling; provided, if the Golf Club offers and the Owner accepts the opportunity to upgrade the Membership to another category of membership with greater use privileges, for example, a Membership which includes use and enjoyment of the golf course and appurtenant facilities in the Golf Course Property, this requirement shall be deemed satisfied so long as the Owner holds any category of membership in the Golf Club with greater use privileges than Athletic Membership. In such case, the Owner may resign the upgraded category of Membership on such terms and in accordance with such membership policies as the Golf Club may establish, but the Owner must continue to hold at least an Athletic Membership in the Golf Club as long as the Owner holds title to a Dwelling. A former Member shall remain obligated for all charges incurred on account of any such Membership prior to such termination.

14.5 No Ownership Interest. No Owner, by virtue of ownership of a Dwelling or by virtue of holding a Membership in the Golf Club, acquires any ownership interest, beneficial interest or other vested interest whatsoever in the Golf Club or the Golf Club

BK 1908PG0698

Property, but only the privilege of using and enjoying certain facilities of the Golf Club, as the case may be, in accordance with this Article XIV and the Golf Club's membership policies and rules and regulations, which are subject to change from time to time.

14.6 Obligation to Pay Membership Fees.

(a) Covenant to Pay. Each Owner, by accepting title to a Dwelling, covenants and agrees to pay to the Golf Club the initiation fee described in Subsection 14.2 hereof, fees associated with any upgrade from Athletic Membership to another category of membership offered by the Golf Club, if applicable, periodic dues on a monthly or annual basis, as the case may be, and any food and beverage minimum established by the Golf Club from time to time, as well as user fees and other charges incurred by any Owner or any Authorized User of the Membership, including, without limitation, any Membership to which the Owner's Athletic Membership is upgraded, if applicable, all in such amount as the Golf Club shall specify from time to time, subject to the terms of this Article XIV (collectively, "Membership Fees").

The Golf Club shall establish the amount of periodic dues from time to time, subject to increase in the event additional facilities are constructed or otherwise acquired and made available for use or otherwise in accordance with the Bylaws of Governors Towne Club, Inc.

All usage fees charged to Members shall not exceed the amount charged to other classes of Members with comparable use privileges.

(b) Payment. All Membership Fees, together with interest (at a rate set by the Golf Club from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due), late charges, and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall be the personal obligation of the Owner(s) of the Dwelling and shall constitute an assessment against the Dwelling. Membership Fees shall be due and payable as provided in the Golf Club Bylaws or as otherwise determined by the Board of Directors of the Golf Club from time to time. Upon a transfer of title to a Dwelling, the grantee shall be jointly and severally liable with the grantor for any Membership Fees due at the time of conveyance.

The Golf Club's failure to establish Membership Fees or to notify Owner(s) of the Membership Fees shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Membership Fees.

(c) Lien for Membership Fees. Subject to any limitations imposed by Georgia law, the Membership Fees shall also constitute a lien on the Dwelling against which they are levied from the time such Membership Fees become due until paid. The lien shall also secure payment of interest (subject to the limitations of Georgia law), late charges, and costs of collection (including, without limitation, reasonable attorneys' fees actually incurred, lien fees, and administrative costs). Such lien shall be superior to all

BK 1908PG0699

other liens, except any lien of the Association and the lien or charge of any recorded deed to secure debt or similar security instrument having first priority over all other such instruments ("First Mortgage") made in good faith and for value, and those deemed by Georgia law to be superior, if any. The Golf Club may enforce such lien, when any Membership Fee is delinquent, by suit, judgment, and foreclosure in the same manner as the lien of any First Mortgage (including non-judicial foreclosure, if and to the extent permitted by Georgia law).

The Golf Club may bid for the Dwelling at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Dwelling. The Golf Club may sue for unpaid Membership Fees and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Dwelling shall not affect the above-described lien or relieve such Dwelling from the lien for any subsequent Membership Fees, except that the sale or transfer of any Dwelling pursuant to foreclosure of the First Mortgage shall extinguish the lien as to any Membership Fees due prior to said foreclosure.

(d) Independent Covenant. The obligation to pay the amounts provided for herein shall be mandatory and shall be a separate and independent covenant on the part of the Owner(s) of each Dwelling. No Owner may exempt himself or herself from liability for Membership Fees by non-use of the Golf Club facilities, abandonment of his Dwelling, or any other means. No diminution or abatement of Membership Fees or set-off shall be claimed or allowed for any alleged failure of the Golf Club to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

14.7 Applicability of this Article XIV. Notwithstanding anything herein to the contrary, the provisions of Section 14.2(i) regarding completion of membership documentation, Section 14.4 regarding maintenance of a Membership, and Section 14.6 regarding payment of periodic dues and any food and beverage minimum shall not apply to any Lot or Dwelling owned by a Builder holding title to said Lot or Dwelling in the ordinary course of business for subsequent conveyance to an Owner; provided, however, in the event that any such Builder uses or intends to use any portion of the Golf Club Property or any of the facilities of the Golf Club in a manner consistent with Membership, all of the provisions of this Article XIV shall apply thereto and said Builder shall not be excused from any obligation hereunder, including, without limitation, the obligations to complete membership documentation, to maintain a Membership, and to pay periodic dues and any food and beverage minimum.

Notwithstanding anything herein to the contrary, the provisions of this Article XIV regarding the acquisition and maintenance of a Membership and the obligation for Membership Fees pursuant to this Article shall not apply to any Lot or Dwelling owned by Declarant, any affiliate or subsidiary of Declarant, the Association or the holder of any First Mortgage on a Dwelling who becomes the Owner of a Dwelling through foreclosure

BK 1908PG0700

or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, while so owned.

14.8 Notices. Notices provided for in this Article XIV shall be in writing, and shall be addressed to an Owner at the address of the Dwelling and to the Declarant or the Golf Club at the address of their respective registered agent on file with the Secretary of State of the State of Georgia. Any Owner may designate a different address for notices to such Owner by giving written notice to the Declarant and the Golf Club, respectively. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by private courier service. The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or the date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

14.9 Amendment of Article XIV. In addition to any other requirements set forth in this Declaration, no amendment to this Article XIV shall be effective unless also approved and executed on behalf of the Golf Club.

14.10 Transfer of Club Facilities. The transfer of the Golf Club Property or any portion thereof shall not affect the continued validity or enforceability of this Article XIV.

14.11 Waiver. No failure of Declarant, the Golf Club, or the Owner(s) of any Dwelling to exercise any right or power under Article XIV Covenant or to insist upon strict compliance with this Article XIV and no custom or practice at variance with the terms and provisions of this Article XIV shall constitute a waiver of the right thereafter to demand strict compliance with the terms and provisions of this Article XIV.

14.12 Binding Effect. The Golf Club Property and all of the real property now or hereafter subject to the Declaration shall be held, sold, and conveyed subject to the covenants, conditions, and easements contained in this Article XIV, which shall run with the title to the Golf Club Property and said real property now or hereafter subject to the Declaration. This Covenant shall be binding upon all Persons and entities now or hereafter having any right, title, or interest in any portion of the Golf Club Property and the real property now or hereafter subject to the Declaration, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of and be enforceable by the owner(s) of each portion of the Golf Club Property and the real property now or hereafter subject to the Declaration, except as otherwise expressly provided or limited in the Declaration. The Golf Club acknowledges and agrees to be bound by the terms hereof.

14.13 Enforcement of Article XIV; Temporary Suspension of Membership Rights. Each Owner shall comply strictly with this Article XIV, the Golf Club Bylaws, any rules and regulations and use restrictions promulgated by the Golf Club with regard

BK 1908PG0701

to the Golf Club Property, and with the covenants, conditions, easements and restrictions set forth in this Article XIV. The Board of Directors of the Association may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Article XIV shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Golf Club. Failure by the Golf Club to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Golf Club shall have the right to record in the appropriate land records a notice of violation of this Article XIV and to assess the cost of recording and removing such notice against the Dwelling of the Owner who is responsible for violating the foregoing. Notwithstanding anything herein to the contrary, in addition to any other rights as the Golf Club may have under this Article XIV, the Golf Club shall have the right to suspend any Membership rights and privileges granted hereunder to use the Golf Club Property and any facilities thereon, for any period during which any past due Membership Fee or portion thereof remains unpaid; and for a reasonable period of time for an infraction of this Article XIV, the Golf Club Bylaws or the rules and regulations of the Golf Club; provided, however, nothing herein shall prevent the Golf Club from taking any additional disciplinary or enforcement action against a Member in accordance with the Golf Club Bylaws, including, without limitation, fining, suspension or expulsion; provided further that in no event shall any disciplinary or enforcement action taken against a Member pursuant to this Article XIV and/or the Golf Club Bylaws, including without limitation, expulsion from the Golf Club, excuse the obligation of any Owner(s) to pay all amounts for which such Owner(s) is (are) obligated to pay to the Golf Club hereunder.

14.14 Cumulative Effect. The covenants, restrictions and provisions of this Article XIV shall be cumulative with those associated with the Golf Club, including, without limitation, the Golf Club Bylaws, and the Golf Club may, but shall not be required to, enforce any of them.

5.

Unless otherwise defined herein, the words used in this Fifth Amendment shall have the same meaning as set forth in the Declaration.

6.

This Fifth Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and in the records of the Clerk of Superior Court of Paulding County, Georgia, respectively.

7.

Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

BK 1908PG0702

IN WITNESS WHEREOF, the undersigned have caused this Fifth Amendment to be executed under seal the day and year first above written.

DECLARANT:

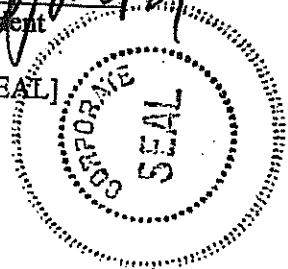
GOVERNORS TOWNE CLUB
DEVELOPMENT, INC., a Georgia
corporation



By:

[Signature]
Kenneth C. Horton, President

[AFFIX CORPORATE SEAL]



Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



P:\Clients\2027\Amendment - Amenity Area

RECORDED 6-17 2005
TREVA W. SHELTON, CLERK
SUPERIOR COURT, PAULDING CO.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BK 1908PG0703

GOLF CLUB OWNER:

GOVERNORS TOWNE CLUB
DEVELOPMENT, INC., a Georgia
corporation



By:

[Handwritten Signature]
Kenneth C. Horton, President

[AFFIX CORPORATE SEAL]



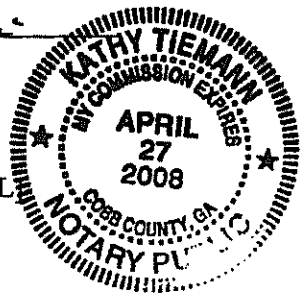
Signed, sealed, and delivered
in the presence of:

[Handwritten Signature]
WITNESS

[Handwritten Signature]
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

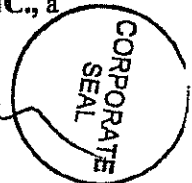


BK 1908PG0704

GOLF CLUB: **GOVERNORS TOWNE CLUB, INC., a Georgia corporation**

By:
Name:
Title:

Kenneta G. Horton
KENNETA G. HORTON
PRESIDENT



Signed, sealed, and delivered
in the presence of:

[AFFIX CORPORATE SEAL]

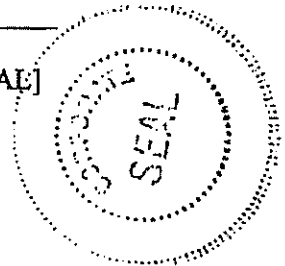
Charles A. West
WITNESS

Kathy Tiemann
NOTARY PUBLIC



My Commission Expires:

[AFFIX NOTARY SEAL]

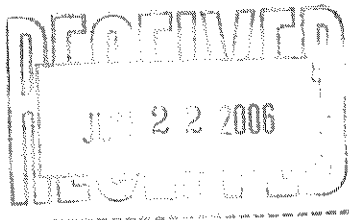


[SIGNATURES CONTINUED ON FOLLOWING PAGE]

DK 2175 PGO 132

PAULDING COUNTY, GEORGIA
PAULDING COUNTY COURT
FILED IN OFFICE

Deed Book 14342 Pg 4542
Filed and Recorded Jun-13-2006 12:29pm
2006-0096965



2006 JUN 13 PM 1:19

TREVA W. SHELTON
CLERK
PAULDING COUNTY COURTS

Jay C. Stephenson
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

PK

Upon recording return to:
Lisa A. Crawford
Dorough & Dorough, LLC
Two Decatur TownCenter
125 Clairemont Avenue, Suite 520
Decatur, Georgia 30030
(404) 687-9977

CROSS REFERENCE: COBB COUNTY, GEORGIA:
Deed Book: 13573, Page 3019
PAULDING COUNTY, GEORGIA:
Deed Book: 1210, Page 751

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GOVERNORS TOWNE CLUB

THIS SUPPLEMENTARY DECLARATION is made as of the 9 day of JUNE, 2006, by **GOVERNORS TOWNE CLUB DEVELOPMENT, INC.**, a Georgia corporation (hereinafter sometimes called "Declarant");

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, which was recorded on August 9, 2002 in Deed Book 13573, Pages 3019, *et seq.*, Cobb County, Georgia records and which was recorded on August 16, 2002 in Deed Book 1210, Pages 751, *et seq.*, Paulding County, Georgia records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, Article I, Section 1.01, Subsection (gg) of the Declaration provides that Declarant may designate a separately denominated area within the Development as a Neighborhood by executing and recording a Supplementary Declaration, in the records of the Clerk of the Superior Court of Cobb County, Georgia or the records of the Clerk of the Superior Court of Paulding County, Georgia, that expressly sets forth Declarant's intention to designate said area within the Development as a Neighborhood; and

WHEREAS, Declarant desires to designate the real property described in Exhibit "A" attached hereto and incorporated herein by reference, as a Neighborhood within the Development; and

DK 2175PG0133

Deed Book 14342 Pg 4543

WHEREAS, Declarant desires to designate the real property described in Exhibit "B" attached hereto and incorporated herein by reference, as a Neighborhood within the Development;

NOW, THEREFORE, pursuant to the powers retained in Declarant under Article I, Section 1.01, Subsection (gg) of the Declaration, and in accordance with the provisions of that Subsection, Declarant hereby takes the following action to designate the real property described on Exhibit "A" and Exhibit "B", respectively, as Neighborhood(s) as provided in the Declaration and to provide for additional maintenance of said Neighborhood(s) as provided herein.

1.

The tract or parcel of land more particularly described on Exhibit "A" attached hereto is hereby designated as the "Pod – A Neighborhood"

2.

In addition to the maintenance obligations provided in the Declaration, the Association shall maintain the landscaping of the Dwellings in the Pod - A Neighborhood as follows: lawn mowing on a regular basis; pruning and maintaining trees, shrubs, bushes and other planting(s) in a manner determined by the Board. Owners of Dwellings within the Pod - A Neighborhood shall not install or alter any landscaping or landscape improvements without prior written approval of the Architectural Standards Committee, which may be conditioned upon the Owner assuming all responsibility for maintenance of such item(s) and authorizing the Association to remove such item(s) if determined necessary or appropriate in the Committee's discretion. All costs of the Association's additional maintenance obligation for the Pod - A Neighborhood shall be assessed as a Neighborhood Assessment against the Owners of Dwellings in the Pod – A Neighborhood pursuant to a budget established by the Board in accordance with Article IX, Section 9.03 of the Declaration.

3.

The tract or parcel of land more particularly described on Exhibit "B" attached hereto is hereby designated as the "Pod – M Neighborhood"

4.

In addition to the maintenance obligations provided in the Declaration, the Association shall maintain the landscaping of the Dwellings in the Pod - M Neighborhood as follows: lawn mowing on a regular basis; pruning and maintaining trees, shrubs, bushes and other planting(s) in a manner determined by the Board. Owners of Dwellings within the Pod - M Neighborhood shall not install or alter any landscaping or landscape improvements without prior written approval of the Architectural Standards Committee, which may be conditioned upon the Owner assuming all responsibility for maintenance of such item(s) and authorizing the Association to remove such item(s) if determined necessary or appropriate in the Committee's discretion. All

DK 2175PG0134

Deed Book 14342 Pg 4544

costs of the Association's additional maintenance obligation for the Pod - M Neighborhood shall be assessed as a Neighborhood Assessment against the Owners of Dwellings in the Pod - M Neighborhood pursuant to a budget established by the Board in accordance with Article IX, Section 9.03 of the Declaration.

5.

Unless otherwise defined herein, the words used in this Supplementary Declaration shall have the same meaning as set forth in the Declaration.

6.

This Supplementary Declaration shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and in the records of the Clerk of Superior Court of Paulding County, Georgia, respectively, and shall be enforceable against current Owners of a Lot subject to the Declaration.

[SIGNATURES ON FOLLOWING PAGE]

OK 2175PG0135

Deed Book 14342 Pg 4545

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be executed under seal the day and year first above written.

DECLARANT: **GOVERNORS TOWNE CLUB DEVELOPMENT, INC.**, a Georgia corporation

By: *Kenneth G. Horton*
Kenneth G. Horton, President
[AFFIX CORPORATE SEAL]

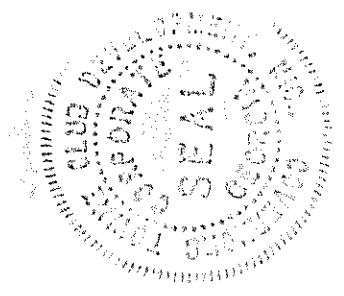
Signed, sealed, and delivered in the presence of:

Rebecca Warner
WITNESS

James K. Ouel
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



P:\Clients\1985\Supp Declaration - Neighborhood A - M.doc



RECORDED 10-15 2006
TREVA W. SHELTON, CLERK
SUPERIOR COURT, PAULDING CO.

BK 2175 PG 0136

Deed Book 14342 Pg 4546

EXHIBIT "A"

Property Description

All that tract or parcel of land lying and being Land Lot 39 of the 20th District, 2nd Section, Cobb County, Georgia, as more particularly shown on that certain Final Plat of **The Governors Towne Club Unit A**, prepared by Gaskins Surveying & Engineering Company, containing the seal of John C. Gaskins., G.R.L.S. No. 2060, dated August 16, 2004 and recorded in Plat Book 226, Page 11, Cobb County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

The above described real property being designated herein as the "Pod – A Neighborhood".

BK 2175 PG 0137

Deed Book 14342 Pg 4547
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

EXHIBIT "B"

Property Description

All that tract or parcel of land lying and being Land Lots 109 and 180 of the 3rd District, 3rd Section, Paulding County, Georgia, as more particularly shown on that certain Final Plat of **The Governor's Towne Club Unit M**, prepared by Gaskins Surveying & Engineering Company, containing the seal of John C. Gaskins., G.R.L.S. No. 2060, dated September 21, 2005 and recorded in Plat Book 47, Page 8, Paulding County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

The above described real property being designated herein as the "Pod – M Neighborhood".

CROSS REFERENCE:
Cobb County, Georgia Deed Book:13573, Page: 3019
Paulding County, Georgia Deed Book:1210, Page: 751

After recording, please return to:
THOMAS A. BARTOLOZZI , ESQ.
TAYLOR ENGLISH DUMA LLP
1600 PARKWOOD CIRCLE
SUITE 200
ATLANTA, GA 30339

**SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GOVERNORS TOWNE CLUB**

THIS SITH AMENDMENT TO DECLARATION OFCOVENANTS, CONDITIONS AND RESTRICTIONS FOR GOVERNORS TOWNE CLUB (hereinafter referred to as “Sixth Amendment”) is made this __ day of June, 2017 by **WCA LAND, LLC**, a Delaware limited liability company (“**WCA**”), as successor Declarant to **GOVERNORS TOWNE CLUB DEVELOPMENT, INC.**, a Georgia corporation (“**GTC**”), formerly the Declarant (WCA is hereinafter referred to as the “Declarant”).

WITNESSETH

WHEREAS, GTC, as the former Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, which was recorded on August 8, 2002 in Deed Book 13573, Pages 3019, *et seq.*, Cobb County, Georgia records and which was recorded on August 16, 2002 in Deed Book 1210, Pages 751, *et seq.*, Paulding County, Georgia records (hereinafter as supplemented and/or amended from time to time, the “Declaration”); and

WHEREAS, pursuant to that certain Assignment of Declarant Rights which was recorded on _____, 2017 in Deed Book _____, Pages _____, *et seq.*, Cobb County, Georgia records and which was recorded on _____, 2017 in Deed Book _____, Pages _____, *et seq.*, Paulding County, Georgia records, GTC assigned all of its right title and interest as Declarant under the Declaration to WCA; and

WHEREAS, pursuant to Article XIII, Section 13.02 of the Declaration, during any period in which Declarant retains the right to appoint and remove any directors and officers of the Governors Towne Club Homeowners’ Association., Inc. (hereinafter referred to as tile “Association”), Declarant may amend the Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of the Superior Court of Cobb and Paulding County, Georgia without the approval of any Member, Owner or Mortgagee; provided, however, that, with the exception of the addition of Additional Property to the terms of this Declaration, (i) in the event that such amendment materially alters or changes any Owner’s right to

use and enjoy his Lot or Dwelling, or Use Common Areas as set forth in the Declaration or adversely affects the title to any Lot or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereof all of such Mortgagees so affected; and

WHEREAS, Declarant retains the right to appoint and remove any directors and officers of the Association; and

WHEREAS, this Sixth Amendment does not materially alter or change any Owner's right to use and enjoy his Lot or Dwelling, or the Common Areas as set forth in the Declaration or adversely affects the title to any Lot or Dwelling; and

WHEREAS, this Sixth Amendment does not materially and adversely affect the security title and interest of any Mortgagee;

NOW THEREFORE, the undersigned hereby adopts this Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

Article I, Section 1.01(m) of the Declaration is amended by deleting Section 8.01(m) in its entirety and substituting in its place the following:

“(m) “Declarant” shall mean and refer to WCA Land, LLC, a Delaware limited liability company as assignee-in-interest to Governors Towne Club Development, Inc., a Georgia corporation, or any successor-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the Property described in Exhibit “A” and Additional Property, if any, or any party who acquires said Person's interest in the Property and Additional Property, and provided further in the instrument of conveyance to any such successor-in-title or assign, or in a separate instrument recorded in the Deed Records of Cobb and Paulding County, Georgia, such successor-in-title or assign is designated as the “Declarant” hereunder by the Person executing such instrument; provided, further, upon such designation of a successor Declarant, all rights and obligations of the former Declarant in and to such status of “Declarant” hereunder shall cease, it being understood that as to all of the Property described in Exhibit “A” attached hereto, and which is now or hereafter subjected to this Declaration, there shall be only one Person entitled to exercise the rights and power of the “Declarant” hereunder at any time.”

2.

Article XIII, Section 8.01(a) of the Declaration entitled “Common Areas” is amended by deleting, Section 8.01(a) in its entirety and substituting in its place the following:

“(a) on December 31, 2032; or”

3.

Unless otherwise defined herein, the terms used in this Sixth Amendment shall have the same meaning as set forth in the Declaration.

4.

This Sixth Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and in the records of the Clerk of Superior Court of Paulding County, Georgia, respectively, and shall be enforceable against current Owners of a Lot subject to the Declaration.

5.

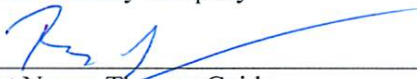
Except as herein modified, the Declaration shall remain in full force and effect.

{Signatures on Next Page}

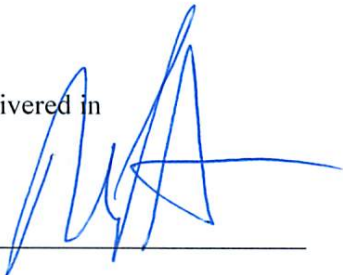
IN WITNESS WHEREOF, the Declarant has caused this Sixth Amendment to be executed under seal the day and year first above written.

DECLARANT:

WCA LAND, LLC, a Georgia
limited liability company

By 
Print Name: Thomas Gajda
Title: Authorized Signatory

Signed, sealed and delivered in
the presence of:



UNOFFICIAL WITNESS


NOTARY PUBLIC
MY COMMISSION EXPIRES: 06/01/2018

[NOTARY SEAL]



eFiled & eRecorded
DATE: 12/12/2017
TIME: 3:17 PM
DEED BOOK: 03802
PAGE: 00685 - 00699
RECORDING FEE: 42.00
PARTICIPANT ID: 6405611605
CLERK: Treva W. Shelton
Paulding County, GA
Cross-References: 2

CROSS REFERENCE:

Cobb County, Georgia Deed Book:13573, Page: 3019
Paulding County, Georgia Deed Book:1210, Page: 751

After recording, please return to:
THOMAS A. BARTOLOZZI, ESQ.
TAYLOR ENGLISH DUMA LLP
1600 PARKWOOD CIRCLE
SUITE 200
ATLANTA, GA 30339

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35208
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

**SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GOVERNORS TOWNE CLUB**

**THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR GOVERNORS TOWNE CLUB** (hereinafter referred to
as "Seventh Amendment") is made this 12th day of December, 2017 by **WCA LAND, LLC**, a Delaware
limited liability company ("WCA"), as successor Declarant to **GOVERNORS TOWNE CLUB
DEVELOPMENT, INC.**, a Georgia corporation ("GTC"), formerly the Declarant (WCA is hereinafter
referred to as the "Declarant").

WITNESSETH

WHEREAS, GTC, as the former Declarant executed that certain Declaration of Covenants,
Conditions and Restrictions for Governors Towne Club, which was recorded on August 8, 2002 in Deed
Book 13573, Pages 3019, *et seq.*, Cobb County, Georgia records and which was recorded on August 16,
2002 in Deed Book 1210, Pages 751, *et seq.*, Paulding County, Georgia records (hereinafter as supplemented
and/or amended from time to time, the "Declaration"); and

WHEREAS, pursuant to that certain Assignment of Declarant Rights which was recorded on June
9, 2017 in Deed Book 15449, Pages 5468, *et seq.*, Cobb County, Georgia records and which was recorded
on June 2, 2017 in Deed Book 3713, Pages 647, *et seq.*, Paulding County, Georgia records, GTC assigned
all of its right title and interest as Declarant under the Declaration to WCA; and

WHEREAS, pursuant to Article XIII, Section 13.02 of the Declaration, during any period in which
Declarant retains the right to appoint and remove any directors and officers of the Governors Towne Club
Homeowners' Association, Inc. (hereinafter referred to as tile "Association"), Declarant may amend the
Declaration by an instrument in writing filed and recorded in the Records of the Office of the Clerk of the
Superior Court of Cobb and Paulding County, Georgia without the approval of any Member, Owner or
Mortgagee; provided, however, that, with the exception of the addition of Additional Property to the terms
of this Declaration, (i) in the event that such amendment materially alters or changes any Owner's right to

use and enjoy his Lot or Dwelling, or use Common Areas as set forth in the Declaration or adversely affects the title to any Lot or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereof all of such Mortgagees so affected; and

WHEREAS, Declarant retains the right to appoint and remove any directors and officers of the Association; and

WHEREAS, this Seventh Amendment does not materially alter or change any Owner's right to use and enjoy his Lot or Dwelling, or the Common Areas as set forth in the Declaration or adversely affects the title to any Lot or Dwelling; and

WHEREAS, this Seventh Amendment does not materially and adversely affect the security title and interest of any Mortgagee; and

WHEREAS, Article II, Section 2.06 of the Declaration provides in pertinent part, "[i]f included in error or due to changes in the development plan that in the sole discretion of Declarant in a particular case are consistent with the overall scheme of development for Governors Towne Club, property subject to this Declaration may be subsequently removed by the Declarant, with the consent the Owner(s) thereof, from the provisions of this Declaration," which removal may be affected by filing for record an amendment to the Declaration, executed by the Declarant and the Owner(s) of said property being removed and shall not require the vote or consent of any other Person, describing the property removed; and

WHEREAS, due to changes in the development of the Governors Towne Club, which in the sole determination of Declarant, are consistent with the overall scheme of development, pursuant to Article II, Section 2.06 of the Declaration, Declarant desires to remove certain property ("Removed Property") owned solely by the Declarant as described on attached Exhibit "1", from the Governors Towne Club and the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to remove the Removed Property from the provisions of the Declaration and amend the Declaration as otherwise set forth below.

NOW THEREFORE, the undersigned hereby adopts this Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Governors Towne Club, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by removing the Removed Property as described on Exhibit "1" attached hereto and incorporated herein by this reference, in its entirety from the provisions, restrictions and jurisdiction of the Declaration.

2.

Article I, Section 1.01(a) of the Declaration is hereby is amended by deleting said section in its entirety and substituting in its place the following:

- (a) “Additional Property” shall mean and refer to that: (i) real property and all improvements described on Exhibit “B” attached hereto and incorporated by this reference and (ii) any other real property and all improvements thereon, as Declarant shall acquire from time and by recording an approved subdivision plat that expressly sets forth Declarant’s intention to make such additional property subject to the provisions of this Declaration in the records of the Clerk of the Superior Court of Cobb and Paulding County, Georgia.

3.

The Declaration is hereby amended by adding Exhibit “B” entitled “Additional Property” to the Declaration, which is attached hereto to this Seventh Amendment as Exhibit “2” and incorporated herein by this reference.

Article II, Section 2.02(a) of the Declaration is hereby amended by deleting the words “fifteen (15)” wherever they appear in said section and substituting in its place in each instance the words “twenty five (25)”.

4.

Article III, Section 3.11 of the Declaration is hereby amended by deleting said section in its entirety and substituting in its place the following:

3.11 Easements to Serve Additional Property. Declarant reserves the right to grant, create, establish, promulgate and declare non-exclusive, perpetual, reciprocal, appurtenant easements for itself and its duly authorized successors and assigns, successors-in-title, agents, representatives, and employees, successors, assigns, licensees, and mortgagees, such easement(s) as determined by Declarant in its sole discretion, over, on or under the Property for the purposes of enjoyment, use, access, and development of the Additional Property, whether or not such property is made subject to this Declaration, or any adjacent subdivision, which are beyond the boundaries thereof and the like as it deems to be in the best interests and necessary and proper for such use. This easement includes, but is not limited to:

a. a non-exclusive easement for pedestrian and vehicular ingress, egress, access, use, enjoyment, and travel for itself and its agents, licensees, invitees, and agents across, over, in, on, and upon all the Common Area, including, but not limited to the streets (if such streets are part of the Common Area), sidewalks, open areas, recreational facilities within the Property and entrance ways to the Property;

b. an easement for the installation, repair, maintenance, connection and use of all sewer, water, drainage and stormwater systems, gas, electric, telephone, television/cable system lines and other utility lines, pipes, and apparatus now or hereafter located in, on, under, or through the Property, except as may be located within Lot boundaries; provided Declarant upon connection to any such pipe, line or apparatus shall be responsible for repair of the altered property to a condition as existed prior to the time of such connection;

c. an easement for drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon; and

d. a transferable non-exclusive easement on, upon, over, under and across the Property for the purpose of making improvements on the Property, including construction and improvement of the Common Elements or of any Additional Property, and for the purpose of doing all things reasonably necessary and proper in connection therewith, including, but not limited to, construction, excavation, landscaping, terrain alteration, sloping, installation of water lines and utility lines, and approval by installation of roads and facilities for the purpose of development and making of improvements on property owned by Developer, including the Additional Property.

5.

The Declaration is hereby amended by adding to Article III of the Declaration entitled, "Property Rights" a new Section 3.18 entitled "Liability for Use of Easements" to read as follows:

Section 3.18 Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Property, except in cases of willful or wanton misconduct.

6.

Unless otherwise defined herein, the terms used in this Seventh Amendment shall have the same meaning as set forth in the Declaration.

7.

This Seventh Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and in the records of the Clerk of Superior Court of Paulding County, Georgia, respectively, and shall be enforceable against current Owners of a Lot subject to the Declaration.

8.


Except as herein modified, the Declaration shall remain in full force and effect.

[Signatures on Next Page]

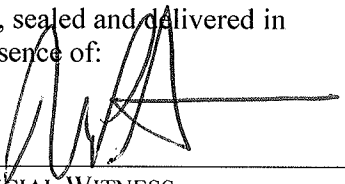
IN WITNESS WHEREOF, the Declarant has caused this Seventh Amendment to be executed under seal the day and year first above written.

DECLARANT:

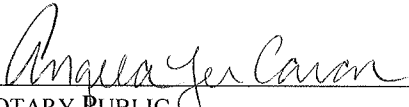
WCA LAND, LLC, a Georgia limited liability company

By 
Print Name: Thomas Gajda
Title: Authorized Signatory

Signed, sealed and delivered in the presence of:



UNOFFICIAL WITNESS


NOTARY PUBLIC
MY COMMISSION EXPIRES: 06/01/2018

[NOTARY SEAL]



Exhibit "1"

Removed Property

PAULDING COUNTY PROPERTY:

All that tract or parcel of land lying and being in Land Lot 181 and 252, 3rd District, 2nd Section, Paulding County, Georgia, being **Lot P1, P2, P3, P4, P5, P6, N7, P8, P9, P10, P11, P12, P13, P14, P15, P16, P17, P18, P19, P20, P21, P22, P23, P24, P25, P26, P27, P28, P29, P30, P31, P32, P33, P34, P35, P36, P37, P38, and P39, Unit P**, The Governors Towne Club Subdivision, as shown on plat recorded at Plat Book 55, Page 13, Paulding County, Georgia, records, said plat being incorporated herein and made a part hereof.

TOGETHER WITH:

COBB COUNTY PROPERTY

TRACT EIGHT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1 and 2 of the 20th District, 2nd Section, Cobb County, Georgia, and being 20.06 acres, more or less, designated as Tract 4 (also to be known as Pod "R") as shown on that certain Boundary Plat for Kenneth G. Horton Development Corporation of Georgia, Inc., dated March 23, 2007, last revised September 4, 2008, prepared by Gaskins Surveying & Engineering Company, Christopher A. Evans, GRLS #2784, and being more particularly described as follows:

BEGINNING at a point located at the common corners of Land Lots 1, 2, 37, and 38, said district and section; thence running thence running north 89 degrees 09 minutes 14 seconds west for a distance of 86.33 feet to a point and corner; thence leaving said land lot line and running thence north 01 degrees 00 minutes east for a distance of 311.44 feet to a point; thence running north 09 degrees 00 minutes west for a distance of 90.00 feet to a point; thence running north 17 degrees 00 minutes east for a distance of 150.00 feet to a point; thence running north 02 degrees 00 minutes east for a distance of 129.90 feet to a point and corner; thence running north 68 degrees 00 minutes west for a distance of 202.33 feet to a point; thence running north 88 degrees 00 minutes west for a distance of 230.46 feet to a point and corner; thence running north 50 degrees 00 minutes west for a distance of 81.87 feet to a point and corner; thence running south 40 degrees 00 minutes west for a distance of 61.83 feet to a point and corner; thence running in a northwesterly and westerly direction as measured along the arc of a curve, an arc distance of 459.35 feet (said arc being subtended by a chord bearing north 63 degrees 20 minutes 14 seconds west, a chord distance of 438.79 feet, and having a radius of 440.23 feet) to a point and corner; thence running north 03 degrees 12 minutes 58 seconds west for a distance of 146.94 feet to a point and corner; thence running south 89 degrees 00 minutes 13 seconds east for a distance of 999.83 feet to a point and corner located on the land lot line common to Land Lot 1, said district and section, to the west, and Land Lot 2, said district and section, to the east; thence running north 01 degree 45 minutes 20 seconds east as measured along said common land lot line of Land Lots 1 and 2 said district and section, for a distance of 205.97 feet to a point and corner; thence leaving said common land lot line and running thence south 89 degrees 03 minutes 32 seconds east for a distance of 138.34 feet to a point and corner; thence running south 18 degrees 53 minutes 41 seconds east for a distance of 962.97 feet to a point and corner; thence running south 89 degrees 02 minutes 11 seconds east for a distance of 199.74 feet to a point and corner located on the westerly right of way of North Cobb Parkway; thence running south 18 degrees 02 minutes 41 seconds east as measured along the westerly right of way of North Cobb Parkway for a distance of 200.00 feet to a point and corner; thence leaving the right of way of North Cobb Parkway and

running thence north 89 degrees 02 minutes 33 seconds west for a distance of 210.98 feet to a point and corner; thence running south 17 degrees 03 minutes 26 seconds east for a distance of 209.97 feet to a point and corner located on the southerly land lot line of Land Lot 2, said district and section; thence running north 88 degrees 58 minutes 48 seconds west as measured along the said southerly land lot line of Land Lot 2, said district and section, for a distance of 601.20 feet to a point; thence continuing along said southerly land lot line of Land Lot 2, south 01 degrees 46 minutes 16 seconds west for a distance of 1.82 feet to the point of BEGINNING.

TRACT NINE:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1 and 38 of the 20th District, 2nd Section, Cobb County, Georgia, and being 17.14 acres, more or less, designated as Tract 8 (also to be known as Pod "Q") as shown on that certain Boundary Plat for Kenneth G. Horton Development Corporation of Georgia, Inc., dated March 23, 2007, last revised September 4, 2008, prepared by Gaskins Surveying & Engineering Company, Christopher A. Evans, GRLS #2784, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right of way of Rutledge Road (having an apparent 50 foot right of way) with the westerly land lot line of Land Lot 1, of the 20th District, 2nd Section, Cobb County, Georgia; thence proceed in a southerly direction as measured along the westerly land lot line of Land Lot 1, said district and section (which westerly land lot line is also the west line of Cobb County, Georgia) south 00 degrees 59 minutes 31 seconds west for a distance of 352.11 feet to a point; thence proceed south 01 degrees 28 minutes 41 seconds east as measured along the westerly land lot line of Land Lot 1, said district and section, for a distance of 732.26 feet to a point and corner; thence proceed north 84 degrees 06 minutes east for a distance of 209.18 feet to a point and corner; thence proceed north 44 degrees 54 minutes east for a distance of 210.00 feet to a point; thence proceed north 59 degrees 00 minutes east for a distance of 120.00 feet to a point; thence proceed north 76 degrees 36 minutes east for a distance of 445.62 feet to a point; thence proceed north 85 degrees 00 minutes east for a distance of 497.76 feet to a point; thence proceed north 88 degrees 00 minutes east for a distance of 153.39 feet to a point; thence proceed north 55 degrees 00 minutes east for a distance of 100.00 feet to a point; thence proceed north 88 degrees 00 minutes east for a distance of 70.00 feet to a point; thence proceed south 63 degrees 00 minutes east for a distance of 80.12 feet to a point; thence proceed south 55 degrees 00 minutes east for a distance of 99.42 feet to a point; thence south 82 degrees 00 minutes east for a distance of 51.83 feet to a point; thence proceed north 64 degrees 00 minutes east for a distance of 180.00 feet to a point; thence proceeding along the arc of a curve, an arc distance of 30.23 feet (said arc being subtended by a chord bearing south 19 degrees 00 minutes 13 seconds east, a chord distance of 30.23 feet, and having a radius of 390.23 feet) to a point; thence proceed south 64 degrees 00 minutes west for a distance of 140.47 feet to a point; thence proceed south 41 degrees 00 minutes west for a distance of 350.00 feet to a point; said point being the TRUE POINT OF BEGINNING; thence running south 08 degrees 47 minutes 19 seconds east for a distance of 242.81 feet to a point and corner; thence running south 27 degrees 24 minutes 45 seconds west for a distance of 54.28 feet to a point; thence running south 17 degrees 00 minutes west for a distance of 290.30 feet to a point and corner; thence running north 37 degrees 00 minutes west for a distance of 176.43 feet to a point and corner; thence running south 83 degrees 00 minutes west for a distance of 156.08 feet to a point; thence running south 60 degrees 00 minutes west for a distance of 118.65 feet to a point; thence running south 75 degrees 00 minutes west for a distance of 160.00 feet to a point; thence running south 82 degrees 09 minutes 04 seconds west for a distance of 180.50 feet to a point; thence running south 68 degrees 00 minutes west for a distance of 339.12 feet to a point; thence running south 63 degrees 00 minutes west for a distance of 420.57 feet to a point and corner; thence running north 11 degrees 00 minutes east for a distance of 280.82 feet to a point; thence running north 09 degrees 00 minutes west for a distance of 166.53 feet to a point and corner; thence running north 39 degrees 00 minutes east for a distance of 183.87 feet to a point and corner; thence running north 06 degrees 06 minutes east for a distance of 107.30 feet to a point and corner; thence running north 55 degrees 54 minutes east for a distance of 210.00 feet to a point and corner; thence running north 86 degrees 18 minutes east for a distance of 389.36 feet to a point; thence running north 84 degrees 12 minutes east for a distance of 635.74 feet to a point; thence running south 85 degrees 00 minutes east for a distance of 110.00 feet to the point of BEGINNING.

TRACT FIFTEEN:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 37, 108 and 109 of the 3rd District, 3rd Section, Paulding County, Georgia, and being 32.63 acres, more or less, designated as Tract 2 (also to be known as Pad "G") as shown on that certain Boundary Plat for Kenneth G. Horton Development Corporation of Georgia, Inc., dated March 23, 2007, last revised September 4, 2008, prepared by Gaskins Surveying & Engineering Company, Christopher A. Evans, GRLS #2784, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right of way of Rutledge Road (having an apparent 50 foot right of way) with the easterly land lot line of Land Lot 37, of the 3rd District, 3rd Section, Paulding County, Georgia; thence proceed in a southerly direction as measured along the easterly land lot line of Land Lot 37, said district and section (which easterly land lot line is also the east line of Paulding County, Georgia) south 00 degrees 59 minutes 31 seconds west for a distance of 352.11 feet to a point, said point being the TRUE POINT OF BEGINNING; thence running south as measured along the easterly land lot line of Land Lot 108, of the 3rd District 3rd Section of Paulding County, Georgia (which easterly land lot line is also the east line of Paulding County, Georgia) south 01 degrees 28 minutes 41 seconds west for a distance of 732.26 feet to a point and corner; thence leaving said land lot line and running thence south 48 degrees 00 minutes west for a distance of 132.98 feet to a point and corner; thence running south 08 degrees 00 minutes west for a distance of 721.89 feet to a point and corner; thence running north 87 degrees 19 minutes 20 seconds west for a distance of 359.76 feet to a point and corner; thence running south 45 degrees 45 minutes 17 seconds east for a distance of 70.53 feet to a point and corner; thence running along the arc of a curve, an arc distance of 149.18 feet (said arc being subtended by a chord bearing north 04 degrees 29 minutes 41 seconds east, a chord distance of 148.92 feet, and having a radius of 726.29 feet) to a point and corner; thence running north 23 degrees 00 minutes west for a distance of 35.92 feet to a point and corner; thence running north 75 degrees 13 minutes 29 seconds west for a distance of 27.69 feet to a point; thence running along the arc of a curve an arc distance of 131.36 feet (said arc being subtended by a chord bearing north 66 degrees 47 minutes 53 seconds west, a chord distance of 130.86 feet, and having a radius of 436.25 feet) to a point; thence running north 29 degrees 44 minutes 19 seconds west for a distance of 88.44 feet to a point and corner; thence running north 20 degrees 09 minutes 42 seconds east for a distance of 129.63 feet to a point and corner; thence running south 88 degrees 19 minutes 27 seconds west for a distance of 190.35 feet to a point and corner; thence running north 72 degrees 00 minutes west for a distance of 452.11 feet to a point and corner; thence running south 89 degrees 12 minutes west for a distance of 544.51 feet to a point and corner; thence running north 18 minutes 44 seconds 37 minutes west for a distance of 124.82 feet to a point and corner; thence running north 69 degrees 36 minutes 01 seconds east for a distance of 1,757.17 feet to a point and corner; thence running north 18 degrees 55 minutes 37 seconds west for a distance of 566.41 feet to a point and corner; thence running along the arc of a curve an arc distance of 30.15 feet (said arc being subtended by a chord bearing north 65 degrees 22 minutes 47 seconds east, a chord distance of 30.15 feet, and having a radius of 572.57 feet) to a point and corner; thence running south 18 degrees 55 minutes 37 seconds east for a distance of 568.63 feet to a point and corner; thence running north 69 degrees 36 minutes 01 seconds east for a distance of 369.18 feet to the point of BEGINNING

TRACT SIXTEEN:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 108, 109, and 110 of the 3rd District, 3rd Section, Paulding County, Georgia, and being 68.07 acres, more or less, designated as Tract 1 (also to be known as Pod "L") as shown on that certain Boundary Plat for Kenneth G. Horton Development Corporation of Georgia, Inc., dated March 23, 2007, last revised September 4, 2008, prepared by Gaskins Surveying & Engineering Company, Christopher A. Byans, GRLS #2784, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southeasterly right of way of Rutledge Road (having an apparent 50 foot right of way) with the northerly land lot line of Land Lot 110, said district and section; thence running south 88 degrees 49 minutes 26 seconds east as measured along the northerly land lot line of Land Lot 110, said district and section for a distance of 535.43 feet to a point located at the common corner of Land Lots 107, 108, 109 and 110, said district and section; thence running north 00 degrees 54 minutes 14 seconds east as measured along the easterly land lot line of Land Lot 108, said district and section, for a distance of 300.39 feet to a point and corner; thence running north 69 degrees 36 minutes 01 seconds east for a distance of 387.19 feet to a point and corner; thence running south 18 degrees 44 minutes 37 seconds east for a distance of 124.82 feet to a point and corner; thence running north 89 degrees 12 minutes east for a distance of 544.51 feet to a point and corner; thence running south 72 degrees 00 minutes east for a distance of 452.11 feet to a point and corner; thence running north 88 degrees 19 minutes 27 minutes east for a distance of 190.35 feet to a point and corner; thence running south 21 degrees 00 minutes east for a distance of 139.70 feet to a point and corner; thence running south 20 degrees 09 minutes 42 seconds west for a distance of 129.63 feet to a point and corner; thence running south 29 degrees 44 minutes 19 seconds east for a distance of 88.44 feet to a point and corner; thence along the arc of a curve, an arc distance of 131.36 feet (said arc being subtended by a chord bearing south 66 degrees 47 minutes 55 seconds east, a chord distance of 130.86 feet, and having a radius of 436.25 feet) to a point; thence running south 75 degrees 13 minutes 29 seconds east for a distance of 27.69 feet to a point; thence running south 23 degrees 00 seconds east for a distance of 35.92 feet to a point and corner; thence along the arc of a curve, an arc distance of 149.18 feet (said arc being subtended by a chord bearing south 04 degrees 29 minutes 41 seconds west, a chord distance of 148.92 feet, and having a radius of 726.29 feet) to a point and corner; thence running south 88 degrees 36 minutes 37 seconds west for a distance of 156.62 feet to a point; thence running north 76 degrees 00 minutes west for a distance of 516.43 feet to a point and corner; thence running south 19 degrees 13 minutes 04 seconds west for a distance of 272.71 feet to a point and corner; thence running south 78 degrees 48 minutes west for a distance of 235.12 feet to a point; thence running south 61 degrees 18 minutes west for a distance of 546.18 feet to a point and corner; thence running south 06 degrees 11 minutes 43 seconds east for a distance of 143.73 feet to a point and corner; thence running south 64 degrees 54 minutes west for a distance of 193.29 feet to a point thence running south 50 degrees 24 minutes west for a distance of 188.22 feet to a point; thence running south 37 degrees 32 minutes 20 seconds west for a distance of 179.25 feet to a point located at the common corner of Land Lots 109, 110, 179, and 180, said district and section; thence running north 89 degrees 53 minutes 27 seconds west as measured along the southerly land lot line of Land Lot 110, said district and section, for a distance of 1,057.70 feet to a point and corner; thence running north 00 degrees 09 minutes 07 seconds west for a distance of 1,182.68 feet to a point and corner located on the southeasterly right of way of Rutledge Road; thence running in a northeasterly direction as measured along the southeasterly right of way of Rutledge Road the following courses and distances: along the arc of a curve, an arc distance of 174.76 feet (said arc being subtended by a chord bearing north 76 degrees 53 minutes 17 seconds east, a chord distance of 173.61 feet, and having a radius of 440.43 feet) to a point; north 88 degrees 15 minutes 06 seconds east for a distance of 225.34 feet to a point; along the arc of a curve an arc distance of 250.37 feet (said arc being subtended by a chord bearing north 66 degrees 48 minutes 24 seconds east, a chord distance of 244.57 feet, and having a radius of 334.46 feet) to a point and corner located at the intersection of the southeasterly right of way of Rutledge Road with the northerly land lot line of Land Lot 110, said district and section, and the point of BEGINNING.

Exhibit "2"

Exhibit "B" to the Declaration

PAULDING COUNTY PROPERTY:

All that tract or parcel of land lying and being in Land Lot 181 and 252, 3rd District, 2nd Section, Paulding County, Georgia, being **Lot P1, P2, P3, P4, P5, P6, P7, P8, P9, P10, P11, P12, P13, P14, P15, P16, P17, P18, P19, P20, P21, P22, P23, P24, P25, P26, P27, P28, P29, P30, P31, P32, P33, P34, P35, P36, P37, P38, and P39, Unit P**, The Governors Towne Club Subdivision, as shown on plat recorded at Plat Book 55, Page 13, Paulding County, Georgia, records, said plat being incorporated herein and made a part hereof.

TOGETHER WITH:

COBB COUNTY PROPERTY

TRACT EIGHT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1 and 2 of the 20th District, 2nd Section, Cobb County, Georgia, and being 20.06 acres, more or less, designated as Tract 4 (also to be known as Pod "R") as shown on that certain Boundary Plat for Kenneth G. Horton Development Corporation of Georgia, Inc., dated March 23, 2007, last revised September 4, 2008, prepared by Gaskins Surveying & Engineering Company, Christopher A. Evans, GRLS #2784, and being more particularly described as follows:

BEGINNING at a point located at the common corners of Land Lots 1, 2, 37, and 38, said district and section; thence running thence running north 89 degrees 09 minutes 14 seconds west for a distance of 86.33 feet to a point and corner; thence leaving said land lot line and running thence north 01 degrees 00 minutes east for a distance of 311.44 feet to a point; thence running north 09 degrees 00 minutes west for a distance of 90.00 feet to a point; thence running north 17 degrees 00 minutes east for a distance of 150.00 feet to a point; thence running north 02 degrees 00 minutes east for a distance of 129.90 feet to a point and corner; thence running north 68 degrees 00 minutes west for a distance of 202.33 feet to a point; thence running north 88 degrees 00 minutes west for a distance of 230.46 feet to a point and corner; thence running north 50 degrees 00 minutes west for a distance of 81.87 feet to a point and corner; thence running south 40 degrees 00 minutes west for a distance of 61.83 feet to a point and corner; thence running in a northwesterly and westerly direction as measured along the arc of a curve, an arc distance of 459.35 feet (said arc being subtended by a chord bearing north 63 degrees 20 minutes 14 seconds west, a chord distance of 438.79 feet, and having a radius of 440.23 feet) to a point and corner; thence running north 03 degrees 12 minutes 58 seconds west for a distance of 146.94 feet to a point and corner; thence running south 89 degrees 00 minutes 13 seconds east for a distance of 999.83 feet to a point and corner located on the land lot line common to Land Lot 1, said district and section, to the west, and Land Lot 2, said district and section, to the east; thence running north 01 degree 45 minutes 20 seconds east as measured along said common land lot line of Land Lots 1 and 2 said district and section, for a distance of 205.97 feet to a point and corner; thence leaving said common land lot line and running thence south 89 degrees 03 minutes 32 seconds east for a distance of 138.34 feet to a point and corner; thence running south 18 degrees 53 minutes 41 seconds east for a distance of 962.97 feet to a point and corner; thence running south 89 degrees 02 minutes 11 seconds east for a distance of 199.74 feet to a point and corner located on the westerly right of way of North Cobb Parkway; thence running south 18 degrees 02 minutes 41 seconds east as measured along the westerly right of way of North Cobb Parkway for a distance of 200.00 feet to a point and corner; thence leaving the right of way of North Cobb Parkway and

running thence north 89 degrees 02 minutes 33 seconds west for a distance of 210.98 feet to a point and corner; thence running south 17 degrees 03 minutes 26 seconds east for a distance of 209.97 feet to a point and corner located on the southerly land lot line of Land Lot 2, said district and section; thence running north 88 degrees 58 minutes 48 seconds west as measured along the said southerly land lot line of Land Lot 2, said district and section, for a distance of 601.20 feet to a point; thence continuing along said southerly land lot line of Land Lot 2, south 01 degrees 46 minutes 16 seconds west for a distance of 1.82 feet to the point of BEGINNING.

TRACT NINE:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1 and 38 of the 20th District, 2nd Section, Cobb County, Georgia, and being 17.14 acres, more or less, designated as Tract 8 (also to be known as Pod "Q") as shown on that certain Boundary Plat for Kenneth G. Horton Development Corporation of Georgia, Inc., dated March 23, 2007, last revised September 4, 2008, prepared by Gaskins Surveying & Engineering Company, Christopher A. Evans, GRLS #2784, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right of way of Rutledge Road (having an apparent 50 foot right of way) with the westerly land lot line of Land Lot 1, of the 20th District, 2nd Section, Cobb County, Georgia; thence proceed in a southerly direction as measured along the westerly land lot line of Land Lot 1, said district and section (which westerly land lot line is also the west line of Cobb County, Georgia) south 00 degrees 59 minutes 31 seconds west for a distance of 352.11 feet to a point; thence proceed south 01 degrees 28 minutes 41 seconds east as measured along the westerly land lot line of Land Lot 1, said district and section, for a distance of 732.26 feet to a point and corner; thence proceed north 84 degrees 06 minutes east for a distance of 209.18 feet to a point and corner; thence proceed north 44 degrees 54 minutes east for a distance of 210.00 feet to a point; thence proceed north 59 degrees 00 minutes east for a distance of 120.00 feet to a point; thence proceed north 76 degrees 36 minutes east for a distance of 445.62 feet to a point; thence proceed north 85 degrees 00 minutes east for a distance of 497.76 feet to a point; thence proceed north 88 degrees 00 minutes east for a distance of 153.39 feet to a point; thence proceed north 55 degrees 00 minutes east for a distance of 100.00 feet to a point; thence proceed north 88 degrees 00 minutes east for a distance of 70.00 feet to a point; thence proceed south 63 degrees 00 minutes east for a distance of 80.12 feet to a point; thence proceed south 55 degrees 00 minutes east for a distance of 99.42 feet to a point; thence south 82 degrees 00 minutes east for a distance of 51.83 feet to a point; thence proceed north 64 degrees 00 minutes east for a distance of 180.00 feet to a point; thence proceeding along the arc of a curve, an arc distance of 30.23 feet (said arc being subtended by a chord bearing south 19 degrees 00 minutes 13 seconds east, a chord distance of 30.23 feet, and having a radius of 390.23 feet) to a point; thence proceed south 64 degrees 00 minutes west for a distance of 140.47 feet to a point; thence proceed south 41 degrees 00 minutes west for a distance of 350.00 feet to a point; said point being the TRUE POINT OF BEGINNING; thence running south 08 degrees 47 minutes 19 seconds east for a distance of 242.81 feet to a point and corner; thence running south 27 degrees 24 minutes 45 seconds west for a distance of 54.28 feet to a point; thence running south 17 degrees 00 minutes west for a distance of 290.30 feet to a point and corner; thence running north 37 degrees 00 minutes west for a distance of 176.43 feet to a point and corner; thence running south 83 degrees 00 minutes west for a distance of 156.08 feet to a point; thence running south 60 degrees 00 minutes west for a distance of 118.65 feet to a point; thence running south 75 degrees 00 minutes west for a distance of 160.00 feet to a point; thence running south 82 degrees 09 minutes 04 seconds west for a distance of 180.50 feet to a point; thence running south 68 degrees 00 minutes west for a distance of 339.12 feet to a point; thence running south 63 degrees 00 minutes west for a distance of 420.57 feet to a point and corner; thence running north 11 degrees 00 minutes east for a distance of 280.82 feet to a point; thence running north 09 degrees 00 minutes west for a distance of 166.53 feet to a point and corner; thence running north 39 degrees 00 minutes east for a distance of 183.87 feet to a point and corner; thence running north 06 degrees 06 minutes east for a distance of 107.30 feet to a point and corner; thence running north 55 degrees 54 minutes east for a distance of 210.00 feet to a point and corner; thence running north 86 degrees 18 minutes east for a distance of 389.36 feet to a point; thence running north 84 degrees 12 minutes east for a distance of 635.74 feet to a point; thence running south 85 degrees 00 minutes east for a distance of 110.00 feet to the point of BEGINNING.

TRACT FIFTEEN:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 37, 108 and 109 of the 3rd District, 3rd Section, Paulding County, Georgia, and being 32.63 acres, more or less, designated as Tract 2 (also to be known as Pod "G") as shown on that certain Boundary Plat for Kenneth G. Horton Development Corporation of Georgia, Inc., dated March 23, 2007, last revised September 4, 2008, prepared by Gasdins Surveying & Engineering Company, Christopher A. Evans, GRLS #2784, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right of way of Rutledge Road (having an apparent 50 foot right of way) with the easterly land lot line of Land Lot 37, of the 3rd District, 3rd Section, Paulding County, Georgia; thence proceed in a southerly direction as measured along the easterly land lot line of Land Lot 37, said district and section (which easterly land lot line is also the east line of Paulding County, Georgia) south 00 degrees 59 minutes 31 seconds west for a distance of 352.11 feet to a point, said point being the TRUE POINT OF BEGINNING; thence running south as measured along the easterly land lot line of Land Lot 108, of the 3rd District 3rd Section of Paulding County, Georgia (which easterly land lot line is also the east line of Paulding County, Georgia) south 01 degrees 28 minutes 41 seconds west for a distance of 732.26 feet to a point and corner; thence leaving said land lot line and running thence south 48 degrees 00 minutes west for a distance of 132.98 feet to a point and corner; thence running south 08 degrees 00 minutes west for a distance of 721.89 feet to a point and corner; thence running north 87 degrees 19 minutes 20 seconds west for a distance of 359.76 feet to a point and corner; thence running south 45 degrees 45 minutes 17 seconds east for a distance of 70.53 feet to a point and corner; thence running along the arc of a curve, an arc distance of 149.18 feet (said arc being subtended by a chord bearing north 04 degrees 29 minutes 41 seconds east, a chord distance of 148.92 feet, and having a radius of 726.29 feet) to a point and corner; thence running north 23 degrees 00 minutes west for a distance of 35.92 feet to a point and corner; thence running north 75 degrees 13 minutes 29 seconds west for a distance of 27.69 feet to a point; thence running along the arc of a curve an arc distance of 131.36 feet (said arc being subtended by a chord bearing north 66 degrees 47 minutes 55 seconds west, a chord distance of 130.86 feet, and having a radius of 436.25 feet) to a point; thence running north 29 degrees 44 minutes 19 seconds west for a distance of 88.44 feet to a point and corner; thence running north 20 degrees 09 minutes 42 seconds east for a distance of 129.63 feet to a point and corner; thence running north 21 degrees 00 minutes west for a distance of 139.70 feet to a point and corner; thence running south 88 degrees 19 minutes 27 seconds west for a distance of 190.35 feet to a point and corner; thence running north 72 degrees 00 minutes west for a distance of 452.11 feet to a point and corner; thence running south 89 degrees 12 minutes west for a distance of 544.51 feet to a point and corner; thence running north 18 minutes 44 seconds 37 minutes west for a distance of 124.82 feet to a point and corner; thence running north 69 degrees 36 minutes 01 seconds east for a distance of 1,757.17 feet to a point and corner; thence running north 18 degrees 55 minutes 37 seconds west for a distance of 566.41 feet to a point and corner; thence running along the arc of a curve an arc distance of 30.15 feet (said arc being subtended by a chord bearing north 65 degrees 22 minutes 47 seconds east, a chord distance of 30.15 feet, and having a radius of 572.57 feet) to a point and corner; thence running south 18 degrees 55 minutes 37 seconds east for a distance of 568.63 feet to a point and corner; thence running north 69 degrees 36 minutes 01 seconds east for a distance of 363.18 feet to the point of BEGINNING

TRACT SIXTEEN:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 108, 109, and 110 of the 3rd District, 3rd Section, Paulding County, Georgia, and being 68.07 acres, more or less, designated as Tract 1 (also to be known as Pod "J") as shown on that certain Boundary Plat for Kenneth G. Horton Development Corporation of Georgia, Inc., dated March 23, 2007, last revised September 4, 2008, prepared by Gaskins Surveying & Engineering Company, Christopher A. Evans, GRLS #2784, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southeasterly right of way of Rutledge Road (having an apparent 50 foot right of way) with the northerly land lot line of Land Lot 110, said district and section; thence running south 88 degrees 49 minutes 26 seconds east as measured along the northerly land lot line of Land Lot 110, said district and section for a distance of 535.43 feet to a point located at the common corner of Land Lots 107, 108, 109 and 110, said district and section; thence running north 00 degrees 54 minutes 14 seconds east as measured along the easterly land lot line of Land Lot 108, said district and section, for a distance of 300.39 feet to a point and corner; thence running north 69 degrees 36 minutes 01 seconds east for a distance of 387.19 feet to a point and corner; thence running south 18 degrees 44 minutes 37 seconds east for a distance of 124.82 feet to a point and corner; thence running north 89 degrees 12 minutes east for a distance of 544.51 feet to a point and corner; thence running south 72 degrees 00 minutes east for a distance of 452.11 feet to a point and corner; thence running north 88 degrees 19 minutes 27 minutes east for a distance of 190.35 feet to a point and corner; thence running south 21 degrees 00 minutes east for a distance of 139.70 feet to a point and corner; thence running south 20 degrees 09 minutes 42 seconds west for a distance of 129.63 feet to a point and corner; thence running south 29 degrees 44 minutes 19 seconds east for a distance of 88.44 feet to a point and corner; thence along the arc of a curve, an arc distance of 131.36 feet (said arc being subtended by a chord bearing south 66 degrees 47 minutes 55 seconds east, a chord distance of 130.86 feet, and having a radius of 436.25 feet) to a point; thence running south 75 degrees 13 minutes 29 seconds east for a distance of 27.69 feet to a point; thence running south 23 degrees 00 seconds east for a distance of 35.92 feet to a point and corner; thence along the arc of a curve, an arc distance of 149.18 feet (said arc being subtended by a chord bearing south 04 degrees 29 minutes 41 seconds west, a chord distance of 148.92 feet, and having a radius of 726.29 feet) to a point and corner; thence running south 88 degrees 36 minutes 37 seconds west for a distance of 156.62 feet to a point; thence running north 76 degrees 00 minutes west for a distance of 516.43 feet to a point and corner; thence running south 19 degrees 13 minutes 04 seconds west for a distance of 272.71 feet to a point and corner; thence running south 78 degrees 48 minutes west for a distance of 235.12 feet to a point; thence running south 61 degrees 18 minutes west for a distance of 546.18 feet to a point and corner; thence running south 06 degrees 11 minutes 43 seconds east for a distance of 143.73 feet to a point and corner; thence running south 64 degrees 54 minutes west for a distance of 193.29 feet to a point thence running south 50 degrees 24 minutes west for a distance of 188.22 feet to a point; thence running south 37 degrees 32 minutes 20 seconds west for a distance of 179.25 feet to a point located at the common corner of Land Lots 109, 110, 179, and 180, said district and section; thence running north 89 degrees 53 minutes 27 seconds west as measured along the southerly land lot line of Land Lot 110, said district and section, for a distance of 1,057.70 feet to a point and corner; thence running north 00 degrees 09 minutes 07 seconds west for a distance of 1,182.68 feet to a point and corner located on the southeasterly right of way of Rutledge Road; thence running in a northeasterly direction as measured along the southeasterly right of way of Rutledge Road the following courses and distances: along the arc of a curve, an arc distance of 174.76 feet (said arc being subtended by a chord bearing north 76 degrees 53 minutes 17 seconds east, a chord distance of 173.61 feet, and having a radius of 440.43 feet) to a point; north 88 degrees 15 minutes 06 seconds east for a distance of 225.34 feet to a point; along the arc of a curve an arc distance of 230.37 feet (said arc being subtended by a chord bearing north 66 degrees 48 minutes 24 seconds east, a chord distance of 244.57 feet, and having a radius of 334.46 feet) to a point and corner located at the intersection of the southeasterly right of way of Rutledge Road with the northerly land lot line of Land Lot 110, said district and section, and the point of BEGINNING.