

PROPOSED AMENDMENT TO COVENANTS

Section 3. Plans and Specifications.

(a) The DRB shall have the right to approve any submitted plans or specifications that are in compliance with this Declaration if the DRB reasonably determines that such plans and specifications are consistent with the Community-Wide Standards which shall delineate the following: (i) architectural character and nature, shape, color, size, material, location and kind of all proposed Improvements, taking in consideration the aesthetic quality of any Residential Unit with respect to height, form, proportion, volume, sitting and exterior materials; (ii) adequacy of lot dimensions for proposed Improvements; (iii) conformity and harmony of exterior design with neighboring Lots and Improvements; (iv) relation of topography, grade and finished ground elevations to that of neighboring Lots and improvements; (v) screening of mechanical and other installations; (vi) functional appropriateness with respect to vehicle handling, sitting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other Lots), drainage, utility service systems and lighting; (vii) extent and quality of landscaped areas; (viii) compliance with the Community-Wide Standard; and (ix) impact on any adjacent properties.

(b) Prior to the commencement of work on Improvements on any Lot, the Owner of such Lot shall submit detailed information in writing regarding the proposed Improvements including site plans and two (2) full sets of final drawings and specifications (which shall be prepared by a qualified residential designer as approved by the DRB) (hereinafter the "Plans"), showing or stating all aspects of the proposed Improvements or modifications or alterations thereto including but not limited to the following: (i) location of all structures, street rights-of-way and setback lines; (ii) location of all walks, driveways and curve lines; (iii) all landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and material, and existing trees and limits of clearing and grading; (iv) location, height, intensity and fixture type of all exterior lighting; (v) location, size and type of all fencing; (vi) architectural floor plans, elevation, wall sections and details of the Residential Unit; (vii) building material and color information, including samples if requested, and (viii) size and square footage and height of the Residential Units or all other Improvements.

(c) Should the DRB fail either to approve or disapprove the Plans within thirty (30) days after submission in accordance with the terms of this Declaration, it shall be conclusively presumed that the *DRB* has approved the Plans. Approval of any Plans with regard to a Lot shall not be deemed to be a waiver of the DRB's right, in its discretion, to disapprove similar plans and specifications, or *any* features or elements included therein, for any other *Lot*.

(d) If construction pursuant to the approval Plans has not commenced within one (1) year from the date the Plans are approved, and if such construction is not continuously performed in accordance with industry customs and standards until completion, then the approval given pursuant to this Article shall be deemed to be automatically revoked by *DRB*. In any event, all work covered by such approval, other than the construction of a new Residential Unit, shall be completed within sixty (60) days of the commencement thereof, and construction of a new Residential Unit covered by such approval shall be completed within fifteen (15) months of the commencement thereof as evidenced by the receipt of a certificate of occupancy, unless the DRB extends the time for completion. The DRB shall extend the time for completion

for a reasonable period where completion has been rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical material shortages or other intervening forces beyond the control of the Owner. The DRB may grant an extension of time for completion based on any other reason in its sole discretion.

Section 4. Construction Criteria:

(a) The following requirements shall be applicable to a new Residential Unit or on any modification to an existing Residential Unit, for which construction has not commenced by the effective date of this Declaration:

(i) Each Residential Unit constructed on a Lot shall have at least two thousand five hundred (2,500) square feet of heated living space.

(ii) Each Residential Unit constructed on a Lot shall have an attached, enclosed functional two or three car garage. Carports shall not be permitted; however, the DRB has the right to approve detached garages or outbuildings at their sole discretion. All garages must have doors, and each garage door must be coordinated in design and color with the Residential Unit to which it is appurtenant. The garage shall be connected to the street by a driveway.

(iii) Driveways must be made of concrete or such other material as approved by the DRB. No driveway shall be located nearer than one (1) foot to any Lot line. All walkways and sidewalks shall be constructed of concrete, stone or brick and have minimum width of thirty (30) inches.

(iv) The exterior facades of a Residential Unit shall have a combination of at least two of the following: brick, stone or cement-fiberboard and must be approved by the DRB. The remaining sides shall consist of cement-fiberboard, brick, stone or any combination of the three. Vinyl may be used on soffits, eaves, and fascia.

(v) All landscaping must be approved and the minimum standards of quality and amount of landscaping shall be set by the DRB. The DRB will provide a general minimum requirement sheet to any owner upon request. Every effort shall be made to use accepted site planning techniques to retain the existing vegetation on the Lot. Existing vegetation shall be selectively thinned; provided that excessive undergrowth and unhealthy specimens shall be removed and vines and spreading plants shall be controlled. Landscaping as approved by the DRB shall be installed prior to occupancy or within ninety (90) days of substantial completion of the building. In the event such landscaping is not so installed, the Association shall notify the Owner in writing by certified mail that said landscaping has not been installed. If landscaping is not installed within thirty (30) days from the date of such notification, the Association shall have the right (but not the obligation) through its agents or employees, to enter upon the property for the purpose of installing said landscaping. The costs incurred by the Association in installing such landscaping, plus a twenty-five percent (25%) overhead allowance shall become a lien upon

such lot and the improvements thereon, which may be foreclosed as a materialman's lien made on real property.

(vi) No window air conditioning or ventilation units shall be permitted.

(vii) No mailbox shall be erected or located on any Lot unless and until the size, location, design and type of material for said box has been approved in writing by the DRB. The DRB shall not be required to approve more than one type of mailbox for all Lots in the Community.

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

AT 3:30 P M 7-26-02
Recorded in Deed Book 454 Page 37-78
This 26 day of July 20 02
Sel McCard Clerk

PLEASE RETURN TO:
STEVEN M. WINTER, ESQ.
WEINSTOCK & SCAVO, P.C.
3405 PIEDMONT ROAD, N.E.
SUITE 300
ATLANTA, GEORGIA 30305

CROSS REFERENCE: DEED BOOK 387
PAGE 162

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OAK FOREST**

STEVEN M. WINTER, ESQ.
WEINSTOCK & SCAVO, P.C.
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SUITE 300
ATLANTA, GEORGIA 30305

TABLE OF CONTENTS

| | <u>PAGE</u> |
|--|-------------|
| ARTICLE I <u>DEFINITIONS</u> | 2 |
| Section 1. Articles of Incorporation | 2 |
| Section 2. Association | 2 |
| Section 3. Board of Directors | 2 |
| Section 4. Builder | 2 |
| Section 5. Buildout | 2 |
| Section 6. By-Laws | 2 |
| Section 7. Certificate of Occupancy | 2 |
| Section 8. Common Area | 2 |
| Section 9. Common Expenses | 3 |
| Section 10. Community | 3 |
| Section 11. Community-Wide Standard | 3 |
| Section 12. Conversion Date | 3 |
| Section 13. Declarant | 3 |
| Section 14. Declaration | 3 |
| Section 15. Design Review Board | 3 |
| Section 16. First Mortgage | 3 |
| Section 17. First Mortgagee | 3 |
| Section 18. Improvements | 3 |
| Section 19. Lot | 4 |
| Section 20. Majority | 4 |
| Section 21. Member | 4 |
| Section 22. Mortgage | 4 |
| Section 23. Mortgagee | 4 |
| Section 24. Owner | 4 |
| Section 25. Person | 4 |
| Section 26. Residential Unit | 4 |
| Section 27. Rules and Regulations | 4 |
| ARTICLE II <u>DEVELOPMENT</u> | 5 |
| Section 1. Development of Property | 5 |
| Section 2. Development of Additional Property | 5 |
| Section 3. Designation of Lots | 5 |
| Section 4. Zoning | 5 |
| ARTICLE III <u>PROPERTY RIGHTS</u> | 6 |
| Section 1. General | 6 |
| Section 2. Easement of Enjoyment | 6 |
| Section 3. Reserved Easements | 7 |
| Section 4. Easement for Association | 8 |
| Section 5. Easement for Maintenance | 8 |
| Section 6. Alterations to Lots and Common Area | 8 |

| | <u>PAGE</u> |
|---|-------------|
| Section 7. Element of Encroachment | 8 |
| Section 8. Construction and Sale Period | 8 |
| Section 9. Easements for Utilities, Etc. | 9 |
| Section 10. Easement for Law Enforcement/Fire Protection | 9 |
| Section 11. Easement for Walks, Signs and Perimeter Walls | 9 |
| Section 12. Easement for Landscape..... | 9 |
| ARTICLE IV ASSOCIATION MEMBERSHIP AND VOTING RIGHTS | 10 |
| Section 1. Membership..... | 10 |
| Section 2. Multiple Owners..... | 10 |
| Section 3. Voting..... | 10 |
| Section 4. Declarant Control | 11 |
| ARTICLE V ASSOCIATION POWERS AND RESPONSIBILITIES..... | 11 |
| A. IN GENERAL | 11 |
| Section 1. Common Area | 11 |
| Section 2. Services | 12 |
| Section 3. Power to Contract..... | 12 |
| Section 4. Rules and Regulations | 12 |
| Section 5. Implied Rights | 12 |
| B. MAINTENANCE | 13 |
| Section 1. Association Responsibility | 13 |
| Section 2. Owner's Responsibility..... | 14 |
| C. INSISTENCE, AND CASUALTY OR LIABILITY LOSSES | 14 |
| Section 1. Insurance | 14 |
| Section 2. Disbursement of Proceeds | 15 |
| Section 3. Damage and Destruction | 15 |
| Section 4. Insufficient Insurance Proceeds..... | 16 |
| Section 5. Damage to Lots | 16 |
| ARTICLE VI CONDEMNATION | 16 |
| ARTICLE VII ANNEXATION OF ADDITIONAL PROPERTY | 17 |
| Section 1. Unilateral Annexation by Declarant..... | 17 |
| Section 2. Other Annexation | 17 |
| Section 3. Withdrawal of Property | 17 |
| ARTICLE VIII ASSESSMENTS | 18 |
| Section 1. Purpose of Assessment..... | 18 |
| Section 2. Creation of Lien and Personal Obligation for Assessments | 18 |
| Section 3. Computation of General Assessment | 18 |
| Section 4. Special Assessments..... | 19 |

| | <u>PAGE</u> |
|---|-------------|
| Section 5. Specific Assessments..... | 19 |
| Section 6. Transfer Assessments | 19 |
| Section 7. Lien for Assessments..... | 20 |
| Section 8. Nonpayment of Assessments..... | 20 |
| Section 9. Commencement of Assessments | 21 |
| Section 10. Fiscal Year | 21 |
| | |
| ARTICLE IX ARCHITECTURAL STANDARDS..... | 21 |
| Section 1. Creation of Design Review Board..... | 21 |
| Section 2. Function of DRB | 21 |
| Section 3. Modifications Committee..... | 21 |
| Section 4. Plans and Specification..... | 22 |
| Section 5. Release of Liability..... | 23 |
| Section 6. Compliance with Law..... | 23 |
| Section 7. Inspection | 23 |
| Section 8. Interior Alterations | 24 |
| | |
| ARTICLE X MORTGAGEE PROVISIONS | 24 |
| Section 1. Notice of Action | 24 |
| Section 2. No Priority | 24 |
| Section 3. Notices to Association..... | 24 |
| Section 4. Failure of Mortgagee to Respond | 24 |
| | |
| ARTICLE XI USE RESTRICTIONS | 25 |
| Section 1. General | 25 |
| Section 2. Residential Use..... | 25 |
| Section 3. Gardens..... | 25 |
| Section 4. Play Equipment | 25 |
| Section 5. Temporary Structures | 25 |
| Section 6. Signs..... | 25 |
| Section 7. Nuisance | 26 |
| Section 8. Animals and Pets | 26 |
| Section 9. Garbage Cans, Wood Piles, Etc..... | 26 |
| Section 10. Lighting | 27 |
| Section 11. Sight Distance at Intersections | 27 |
| Section 12. Energy Conservation Equipment..... | 27 |
| Section 13. Above-Ground Pools | 27 |
| Section 14. Parking..... | 27 |
| Section 15. Antennas Similar Equipment..... | 28 |
| Section 16. Firearms..... | 28 |
| Section 17. Traffic Regulations..... | 28 |
| Section 18. Leasing | 28 |
| Section 19. Drainage | 28 |
| Section 20. Unsightly or Unkept Conditions..... | 29 |

| | <u>PAGE</u> |
|---|-------------|
| Section 21. Fences..... | 29 |
| Section 22. Artificial Vegetation, Exterior Sculpture and Similar Items | 29 |
| Section 23. Tree Removal | 29 |
| | |
| ARTICLE XII GENERAL PROVISIONS | 29 |
| Section 1. Enforcement | 29 |
| Section 2. Self-Help | 30 |
| Section 3. Duration..... | 30 |
| Section 4. Amendment | 30 |
| Section 5. Partition | 31 |
| Section 6. Severability..... | 31 |
| Section 7. Captions..... | 31 |
| Section 8. Perpetuities | 31 |
| Section 9. Indemnification | 31 |
| Section 10. Contracts Executed During Declarant Control..... | 32 |
| Section 11. Books and Records..... | 32 |
| Section 12. Financial Statements..... | 33 |
| Section 13. Notice of Purchase..... | 33 |
| Section 14. Estoppel Certificates..... | 33 |
| Section 15. Agreements..... | 33 |
| Section 16. Implied Rights | 33 |
| Section 17. Use of Word "Oak Forest" | 33 |
| Section 18. Variances..... | 34 |
| Section 19. Conflict..... | 34 |
| Section 20. Security..... | 34 |
| Section 21. Gender and Grammar | 34 |
| Section 22. Interpretation | 34 |

STATE OF GEORGIA

COUNTY OF DAWSON

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR OAK FOREST

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK FOREST (hereinafter "Declaration") is made this 22nd day of July, 2002 by Jim Cowart Residential, LLC, a Georgia limited liability company (hereinafter "Declarant").

WITNESSETH:

WHEREAS, Declarant, together with the undersigned individual whose signature appears at the end of this Declaration (hereinafter "Record Owner"), are the owners of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property"). Declarant intends by this Declaration to impose upon the Property mutually beneficial covenants, conditions, restrictions and easements under a general plan of improvement and development for the benefit of future owners of property within the residential community to be known as Oak Forest. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property submitted to this Declaration.

NOW, THEREFORE, Declarant, together with the Record Owner, hereby declares that all of the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easement, hereinafter set forth, which are for the purpose of protecting and preserving the value and desirability of the Property, and which shall run with the Property submitted to this Declaration and which shall be binding on all parties having any right, title or interest in and to such Property, their heirs, successors, successors in title and assigns and which shall inure to the benefit of each such party.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or in any amendment to this Declaration shall have the following meanings:

Section 1. “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of the Association, as such document may be amended from time to time.

Section 2. “Association” shall mean and refer to Oak Forest Property Owners Association, Inc., a non-profit, non-stock, membership corporation incorporated under the laws of the State of Georgia, and its successors and assigns.

Section 3. “Board of Directors” or “Board” shall mean and refer to the governing body of the Association, having such duties as are provided in the Declaration, the By-Laws, the Articles of Incorporation, the Georgia Non-Profit Corporation Code and under other applicable Georgia law.

Section 4. “Builder” shall mean and refer to the Owner of a Lot (i) who is in the business of construction of Residential Units; (ii) who owns such Lot for the purpose of constructing a Residential Unit thereon for sale to a third party; and (iii) who is designated by Declarant as a builder under its builder program.

Section 5. “Buildout” shall mean and refer to the date upon which the first of the following events occur: (i) the date on which there has been a Residential Unit constructed on each Lot in the Community and each Lot in the Community has been conveyed to a Person or residential occupancy; or (ii) a date established by the Declarant, in its sole discretion as indicated by a written instrument filed of record with the Clerk of the Superior Court of Dawson County, Georgia.

Section 6. “By-Laws” shall mean and refer to the By-Laws of the Association which govern the administration and operation of the Association, as such document may be amended from time to time.

Section 7. “Certificate of Occupancy” shall mean and refer to any required certification issued by the appropriate government authorities as a prerequisite to occupancy of any Residential Unit on any portion of the Property.

Section 8. “Common Area” shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or otherwise made available for the exclusive use and enjoyment of the Owners. The Common Area shall include, without limitation, any recreational facility for the Community containing a

swimming pool, tennis courts, and play area. Nothing herein shall be construed so as to create any obligation for Declarant to convey any property or improvements to the Association.

Section 9. “Common Expenses” shall mean and refer to the actual and estimated expenses of operating the Association and the Community, including reasonable capital reserves, all as may be imposed hereunder or found to be necessary or appropriate by the Board pursuant to this Declaration, the By-Laws and the Articles of Incorporation.

Section 10. “Community” shall mean and refer to the residential development by Declarant on the Property known as Oak Forest and on such additions thereto as may be made by Declarant.

Section 11 “Community-Wide Standard” shall mean and refer to the standard generally prevailing in the Community for conduct, maintenance, architectural and design standards and other matters as determined by the Declarant, for so long as the Class B Member continues to exist, and thereafter as determined by the Board. Such determination by the Board must, however, be consistent with the Community-Wide Standard originally established by the Declarant.

Section 12. “Conversion Date” shall have the meaning ascribed to it in Section 3(b) of Article IV of this Declaration.

Section 13. “Declarant” shall mean Jim Cowart Residential, LLC, a Georgia limited liability company and its successors, successors in title and assigns, provided the instrument of conveyance to any such successor in title or assign must specifically designate such successor in title or assign as the “Declarant” hereunder. Upon the designation of such successor Declarant, all rights of the former Declarant in and to such status as “Declarant” hereunder shall cease, it being understood that as to all of the Property there shall only be one Person entitled to exercise the rights and powers of the “Declarant” hereunder at any time.

Section 14. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Oak Forest, as such document may be amended from time to time; provided all such amendments shall not be effective until recorded in the records of the Clerk of the Superior Court of Dawson County, Georgia.

Section 15. “Design Review Board” or “DRB” shall mean and refer to that certain Board as empowered in accordance with Article IX hereof.

Section 16. “First Mortgage” shall mean and refer to a first priority Mortgage.

Section 17. “First Mortgagee” shall mean and refer to the holder of a First Mortgage.

Section 18. “Improvements” shall mean and refer to any Residential Unit, driveways, parking

areas, fences, walls, recreational equipment, playhouses, play equipment, pools, steps, landscaping, lighting, signage, excavation, ditches, diversions, berms or any other thing or device that alters the flow of any water and all other structures, improvements or landscaping materials of every kind and type placed, erected, constructed, maintained or permitted on a Lot.

Section 19. “Lot” shall mean and refer to a platted portion of the Property, other than the Common Area, intended for single family residential use, created in accordance with Section 3 of Article II hereof.

Section 20. “Majority” shall mean and refer to those eligible votes totaling more than fifty percent (50%) of the total eligible number.

Section 21. “Member” shall mean and refer to a Person that is a member of the Association as provided in this Declaration.

Section 22. “Mortgage” shall mean and refer to a deed to secure debt, deed of trust, mortgage or other similar instrument used for the purpose of conveying or encumbering real property as security for the payment of an obligation.

Section 23. “Mortgagee” shall mean and refer to the holder of a Mortgage.

Section 24. “Owner” shall mean and refer to the record Owner of any Lot which is part of the Property within the Community, but excluding (i) any Person holding an interest merely as security for the performance or satisfaction of any obligation; (ii) contract purchasers; and (iii) any governmental authority which holds title as a result of a dedication by Declarant. When the term Owner is used, it shall include all Builders, unless otherwise stated.

Section 25. “Person” shall mean and refer to any natural person, corporation, joint venture partnership (general or limited), association, trust or other legal entity.

Section 26. “Residential Unit” shall mean and refer to any building, structure, or improvement on any Lot intended for use and occupancy as a residence and all appurtenances thereto including, but not limited to, all garages, porches, balconies, accessory structures, decks, overhangs, foundations, extensions and projections therefrom.

Section 27. “Rules and Regulations” shall mean and refer to those rules and regulations promulgated by the Board of Directors of the Association pursuant to this Declaration and the By-Laws, as such rules and regulations may be amended from time to time.

ARTICLE II

DEVELOPMENT

Section 1. **Development of Property.** All of the Property and any right, title or interest therein shall be owned, held, leased, sold and conveyed by Declarant, any Record Owner and any subsequent Owner of all of any part thereof, subject to this Declaration and the covenants, conditions, restrictions, easement, charges and liens set forth in this Declaration. All Lots within the Property (i) shall be and are hereby restrictive exclusively to single-family residential use, (ii) shall be developed and built upon only for detached single-family dwelling purposes, and (iii) shall be subject to the terms set forth in this Declaration. Until the Conversion Date, Declarant shall have the right, but not the obligation, to make improvements and changes to all Common Area and to all Lots owned by Declarant, including, without limitation, installation of any Improvements in and to the Common Area, changes in the location or boundaries of any Lots owned by Declarant or of the Common Area, and installation of any water, sewer and other utility and drainage systems and facilities

Section 2. **Development of Additional Property.** Declarant hereby reserves the right, option and privilege (but not the obligations), to be exercised in its sole discretion, to submit and develop Residential Units from time to time on Additional Property (as hereinafter defined) to the provisions of this Declaration. This option, right and privilege may be exercised only by Declarant in accordance with the terms, conditions and limitations set forth in Article VII, below.

Section 3. **Designation of Lots.** Declarant shall have the unilateral right and power to subdivide all or any portion of the Property owned by Declarant into Lots, without the joinder or consent of any other Person. The Declarant shall exercise such right and power from time to time by causing an appropriate plat or plats to be prepared for the Lot or Lots which Declarant desires to designate as such and by filing such plat or plats for public record in the Office of the Clerk of the Superior Court of Dawson County, Georgia.

Section 4. **Zoning.** Declarant shall have the right and power, from time to time, to change the zoning of any portion of the Property owned by Declarant in such manner as Declarant deems appropriate for the overall development of the Property. No Owner other than Declarant shall apply for any change in zoning, including variances, of any portion of the Property owned by such Owner unless such zoning changes are approved in writing by Declarant prior to the Conversion Date or by the Board after the Conversion Date. Any such zoning change shall not affect the use restrictions contained in this Declaration which shall control over any uses permitted by such zoning changes; provided, however, nothing contained in this Declaration shall give or be deemed to give either to Declarant or any Owner the right or power to use any portion of the Property in a manner which would violate applicable zoning ordinances, rules or regulations.

ARTICLE III

PROPERTY RIGHTS

Section 1. **General.** Each Lot 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 other real property. The ownership of each Lot shall include, and there shall pass with title to each such Lot as an appurtenance thereto whether or nor separately described, all rights of a Member in the Association and all of the right and interest of use in and to the Common Area as set forth herein. The Declarant the Association and their respective employees, agents, successors and assigns shall have the right at all reasonable times to enter upon all parts of each easement area transferred pursuant to this Article III for any of the purpose for which such easement area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Declaration.

Section 2. **Easement of Enjoyment.** Every Owner shall have a right and easement of ingress and egress and use and enjoyment in and to the Common Area, subject to the terms of this Declaration. Such right and easement may be exercised by each Owner and their respective family, licensees, guests and invitees, subject to the Rules and Regulations as may be adopted by the Board from time to time. An Owner may assign to a tenant of his Lot all rights of access to and use of the Common Area so that such tenant, his family and guests shall be entitled to access to and use the Common Area on the same basis as the assignor and his family and guests. The foregoing right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following easements, reservations, rights and provisions, which are expressly reserved hereby:

(a) the right of the Board to charge reasonable admission and other fees for the use of any portion of the Common Area, including, without limitation, any swimming pools, tennis courts and other recreation areas; to limit the number of guests who may use the Common Area: to allow Persons who are not Members of the Association to use the Common Area on a regular or temporary basis and to charge or not charge a user fee therefore; and to provide for the exclusive use and enjoyment of specific portions of the Common Area at certain designated times by an Owner, his family, tenants, guests, licensees and invitee;

(b) the right of the Association to suspend the voting rights of an Owner and the right to use the Common Area for any period during which (i) any assessment which is hereby provided for remains unpaid and (ii) any infraction of the terms of the Declaration, the By-Laws, or the Rules and Regulations remains uncorrected or uncured and for an additional period thereafter not to exceed thirty (30) days;

(c) the right of the Association to borrow money (i) for the purpose of improving the

Common Area or any portion thereof, (ii) for acquiring additional Common Area, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Area, or (iv) for providing the services authorized herein, and, subject to the provisions herein to give as security for the payment of any such loan a Mortgage against the Common Area; provided, however, that the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any and all rights, interest, options, licenses, easements and privileges herein reserved or established for the benefit of Declarant and provided, further, that after the Conversion Date, no more than Ten Thousand Dollars (\$10,000.00) may be borrowed by the Association unless such indebtedness has been approved by Members representing a Majority of the total Association vote and Declarant, until Buildout;

(d) the right of the Association to grant and accept easements as provided herein and to dedicate or transfer all or any portion of the Common Area to Dawson County, Georgia or to any other public agency or authority, public service district, public or private utility, or other Person provided that any such transfer must be approved by the Members representing a Majority of the total Association vote and by the Declarant until Buildout; provided, however, Declarant shall have the unilateral right, prior to the Conversion Date, to dedicate, transfer or grant property, permits, licenses or easements for utilities, roads and other purposes reasonably necessary useful for the proper development, maintenance or operation of the Property;

(e) the right of the Declarant or, after the Conversion Date, the Association with the approval of Members representing a Majority of the total Association vote, to alter, change, redefine or redescribe the use of any portion of the Common Area;

(f) the rights and easements reserved herein for the benefit of the Declarant and the Association; and

(g) the right of the Declarant or, after the Conversion Date, the Association after approval by Members representing a Majority of the total Association vote, to install and maintain guarded or electronically-monitored gates controlling vehicular access to and from the Property.

Section 3. Reserved Easements. Declarant hereby reserves, in addition to the other easements in this Declaration, the perpetual, alienable and transferable easement and right, for the benefit of the Declarant and its successors and assigns and, subject to regulation by the Declarant, for the benefit of Builders, to enter and travel upon over and across the Community, including the Common Area, for the purpose of completion and repair of Improvements within the Property or Additional Property including construction, alteration, maintenance or repair of Improvements and Residential Units on Lots, and for all reasonable purposes to further assist and enhance the marketing and construction and sale of the Property, Lots or Residential Units, together with the easement in and to the Community, inclusive of the Common Area and Lots, for the maintenance of signs, sales offices, construction offices, business offices, and such other facilities the Declarant, in its sole opinion, may deem required, convenient, necessary or

incidental to the completion, improvement and/or marketing and sale of Lots, Residential Units or the Community until Buildout. Any damage to any Lot, Residential Unit or any portion of the Community occurring during the use of the foregoing easement or rights shall be repaired by the Person who caused such damage.

Section 4. Easement for Association. There is hereby reserve for the benefit of the Association, its officers, board members, agents and employees, including, but not limited to any manager employed by the Association and any employees of any such manager, a general right and easement to enter upon any Lot or portion thereof in the performance of its respective duties. Except in the event of emergencies, this right and easement is to be exercised only during normal business hours and, whenever practical, only upon advance notice and with the permission of the Owner of the Lot directly affected thereby.

Section 5. Easement for Maintenance. There is hereby reserved for the benefit of the Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning landscape, grass, underbrush, weeds, trees, stumps or other unsightly growth and removing trash, and to exercise any other rights of maintenance provided in Article V, below, so as to maintain the Community-Wide Standard and reasonable standards of health, tire, safety and aesthetic appearance within the Property; provided that such easement shall not impose any duty or obligation upon the Declarant or the Association to perform any such action.

Section 6. Alterations to Lots and Common Area. There is hereby reserve in Declarant the right to alter, modify or realign the boundaries or configuration of the Common Area or any Lot owned by Declarant including, but not limited to, the right to alter the size, shape, slope and terrain of such Lots and the Common Area. Any such alteration shall be shown by an amendment to the plat depicting such Lot or Common Area which is recorded in the appropriate land records.

Section 7. Easement of Encroachment. If any portion of the improvements constructed on the Common Area encroaches upon any Lot, or if any Improvement constructed upon a Lot encroaches upon the Common Area, as a result of construction, reconstruction, repair, shifting, settlement or movement any portion of the improvement, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists; provided, however, if any Improvement on any Lot or any improvement on the Common Area is knowingly and willfully constructed, reconstructed or repaired so as to encroach, respectively, on the Common Area or a Lot to an extent greater than five (5) feet, no such easement shall exist.

Section 8. Construction and Sale Period. Despite any provision contained in this Declaration to the contrary, it shall be expressly permissible for the Declarant, its successors and assigns and any Builder approved by Declarant to maintain and carry on upon such portion of the Property as the Declarant may deem necessary, including but not limited to, the Common Area,

such activities as in the Declarant, in its sole discretion, may be reasonably required, convenient, necessary or incidental to construction of any Improvement or sale and marketing of any of the Property, including, without limitation, business offices, signs, model homes, and sales offices, until Buildout.

Section 9. Easements of Utilities, Etc. There is hereby reserved to the Declarant and, after the Conversion Date, to the Association upon approval by Members representing a Majority of the total Association vote, and with the written consent of the Declarant until Buildout, to grant blanket easements upon, across, over and under all of the Property, including Lots, for ingress, egress, installation, replacement, repairing and maintaining of master television antenna or cable systems, security and similar systems, walkways and all utilities, including, but not limited to, water, sewer, telephone, gas, electrical, storm sewers, and drainage systems; provided this easement shall not unreasonably impair the ability of any Owner to construct or install Residential Units on any Lot or to cause physical, nonrepairable damage to any Residential Unit as might exist on any such Lot. To the extent possible, all utility lines and facilities serving the Community and located therein shall be located underground. By virtue of any such easement, it shall be expressly permissible for the holder of the easement, with respect to the portion of the Property 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 facilities; provided, however, that the holder of any such easement shall take reasonable actions to repair any damages caused during the exercise of any rights granted under such easement.

Section 10. Easement for Law Enforcement/Fire Protection. Declarant hereby grants to Dawson County, Georgia or such other governmental authority or agency as shall have from time to time jurisdiction over the Property with respect to law enforcement and fire protection, the perpetual, alienable and transferable right and easement upon, over and across all of the Community, including all Lots and Common Area, for purposes of performing such duties and activities related to law enforcement and fire protection as shall be required or appropriate from time to time by such governmental authorities under applicable law.

Section 11. Easement for Walks, Signs and Perimeter Walls. It is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the perpetual, transferable, and alienable right and easement upon, over and across those strips of land eleven (11) feet in width located along and adjacent to the exterior boundaries of all Lots, such stripes to be bounded by the exterior boundaries adjacent to streets and roads and by lines in the interior of such Lots which are eleven (11) feet from and parallel to such exterior boundaries, for the installation, maintenance and use of sidewalks, traffic directional signals, sales signs, informational signs, and related improvements.

Section 12. Easement for Landscape. It is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the perpetual, transferable and alienable

right and easement upon, over and across those strips of lands thirty (30) feet in width located along the exterior boundaries of Lots 101 of Unit I of the Community, as depicted on that certain plat recorded in Plat Book 54, Page 173 of the Dawson County, Georgia records, adjacent to the streets and roads, for the installation and maintenance of berms and trees, bushes, shrubbery and other landscaping. No fence, wall or other structure may be built within this easement area except by the Declarant, the Association and their respective successors and assigns, provided that neither the Declarant nor the Association shall have any obligation to construct any such fence, wall or other structure.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** Subject to Section 2 of this Article, every person who is the record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration shall be a Member of and have membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Lot, and ownership of a Lot which is subject to this Declaration shall be the sole qualification for such membership. In the event that fee title to such a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include any person who has an interest in a Lot merely as security for the performance of an obligation, and the giving of a Mortgage in a Lot shall not terminate the grantor's membership in the Association.

Section 2. **Multiple Owners.** No Owner, whether one or more person, shall have more than one membership per Lot; provided, however, multiple use rights for multiple Owners of a Lot shall exist subject, however, to the right of the Board to regulate and limit use by multiple Owners. Each Owner, by acceptance of a deed or other conveyance of a Lot, consents and agrees to the dilution of his or her voting interest in the Association by virtue of the submission from time to time of additional Lots as set forth herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member, the Member's spouse or other family member.

Section 3. **Voting.** The Association shall have two classes of voting Members, Class A and Class B.

(a) Class A. Class A Members shall be all Owners including Builders, with the exception of the Class B Member, if any. On any issue brought before the Members, Class A Members shall be entitled to cast one vote for each Lot in which they hold the interest required for membership by Section 1, above. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and if one of such multiple Owners exercises the vote without opposition by any other of such multiple Owners at the time such vote is exercised, the vote shall be as so exercised. In the event that more than one

of such multiple Owners seek to exercise the vote, the vote appurtenant to such Lot shall be suspended.

(b) Class B. The Class B Member shall be the Declarant. Prior to the Conversion Date, the Class B Member shall be entitled to cast votes equal to one hundred four percent (104%) of the aggregate number of votes eligible to be cast by all of the Class A Members (resulting in all of the Class A Members controlling not more than approximately forty nine percent (49%) of the eligible votes of all Members and the Class B Member controlling not less than approximately fifty one percent (51%) of the eligible votes of all Members). The Class B membership shall terminate upon the earlier of (hereinafter the "Conversion Date"):

- (i) ninety (90) days after Buildout.
- (ii) twenty (20) years after the date this Declaration was recorded; or
- (iii) the date on which the Declarant, in its sole discretion, chooses to terminate the Class B membership by filing of record with the Clerk of the Superior Court of Dawson County, Georgia a written notice of such termination.

From and after the Conversion Date, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section I, above.

Section 4. **Declarant Control.** Notwithstanding any other provision to the contrary in this Declaration, the Articles of Incorporation or By-Laws, Declarant retains the authority and right to appoint and remove any member of the Board of Directors and any officer of the Association until the Conversion Date. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that the Declarant shall have the authority to appoint and remove members of the Board of Directors and officers of the Association in accordance with the foregoing provision of this Section.

ARTICLE V

ASSOCIATION POWERS AND RESPONSIBILITIES

A. IN GENERAL.

Section 1. **Common Area.** The Association, subject to the rights, easements and privileges set forth in this Declaration, shall be responsible for the management and control of the Common Area and all improvements thereon and shall keep the Common Area in good repair and in a clean and attractive condition. The Association and not the Declarant shall have the obligation and responsibility to purchase furniture and fixtures for the Common Area including, but not

limited to, pool furniture, clubhouse furniture and tennis court nets and apparatus, and to maintain, repair and replace all of the foregoing as the Board of Directors shall deem necessary and appropriate. The Association shall maintain, operate and preserve the Common Area for the good and benefit of the Community and the holders of easements herein provided for or contemplated. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible real or personal property. Notwithstanding the foregoing, after the Conversion Date, the Association shall not, without the prior written consent of Declarant until Buildout, (i) dispose of any real property, (ii) dispose of any tangible or intangible personal property with a value in excess of One Thousand Dollars (\$1,000.00), (iii) borrow money in excess of Ten Thousand Dollars (\$10,000.00), or (iv) pledge, mortgage or hypothecate all or any portion of the Common Area.

Section 2. **Services.** The Association may pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Community. Such personnel may be furnished or employed directly by the Association or by any person or entity with which it contracts. The Association may obtain and pay for legal, accounting and any other professional services necessary or desirable in connection with the operation of the Community or the enforcement of this Declaration, the By-Laws and Rules and Regulations. The Association may, but shall not be required to, arrange as an Association expense to furnish trash collection, security, cable television and other common services to each Lot within the Community. All costs and expenses incident to any of the foregoing shall be a Common Expense.

Section 3. **Power to Contract.** The Association may, acting through its Board of Directors, contract with any other residential or commercial association or neighborhood adjacent to the Community to provide services and/or perform services on behalf of such other association or neighborhood. The Association may, acting through its Board of Directors, contract with any governmental division, department or agency for the provision of services to the Association or its Members.

Section 4. **Rules and Regulations.** The Association, acting through its Board of Directors, may promulgate Rules and Regulations governing the use and occupancy of the Lots and the Common Area, and all improvements located thereon, and governing the operation of the Community. The Rules and Regulations shall not, however, diminish, alter or affect the rights of use, easements, permits, privileges or licenses provided to Declarant or its successor and assigns. Copies of all Rules and Regulations and any changes thereto, must be furnished by the Association to all owners prior to their effective date. The Rules and Regulations shall be binding upon all Owners and their families, tenants, guests, licensees, invitees and agents. The Owner to each Lot shall be responsible for the conduct of his family tenants, guests, licensees, invitees and agents and shall ensure that all of the foregoing individuals comply with the terms of this Declaration, the By-Laws and Rules and Regulations.

Section 5. **Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, Articles of Incorporation or Rules and Regulations of the Association, and every other right and privilege reasonably necessary to be implied from the existence of any such right or privilege or reasonably necessary to effectuate any such right or privilege. To the extent not otherwise required by Georgia law, this Declaration, the By-Laws or the Articles of Incorporation, the powers granted to the Association shall be exercised by the Board of Directors, acting through the duly elected officers of the Association, without any consent or action on the part of the Members.

B. MAINTENANCE.

Section 1. **Association Responsibility.** The Association shall maintain and keep in good repair the Common Area, the cost of which shall be assessed as a part of the Common Expenses, as determined by the Board of Directors in accordance with this Declaration. Maintenance by the Association shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Area. The Association shall not be liable for any injury or damage to any person or property (a) caused by the elements, (b) caused by any Owner or any third party, or by their respective guests invitees, licensees, successors or assigns, (c) resulting from any rain or surface water which may leak or flow from any portion of the Common Area, or (d) caused by the failure of the Association to maintain the Common Area, unless such failure is caused by the willful misconduct or gross negligence of the Association. The Association shall not be liable to any Owner for any loss or damage, by theft or otherwise, of any property of such Owner or his respective guests, invitees, licensees, successors or assigns. No diminution or abatement of assessment 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 the 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 governmental authority, it being acknowledged by each Owner that the obligation to pay assessments pursuant to this Declaration is a separate and independent covenant on the part of each Owner.

Furthermore, the Declarant shall have the right to obligate the Association to maintain for each Lot on which a Residential Unit has been completed the lawn and landscaping located on the front and sides of each Residential Unit constructed thereon in accordance with standards promulgated by the DRB. Declarant shall exercise the right to obligate the Association to maintain the lawns and landscaping on each Lot, as aforesaid, by recording in the Dawson County, Georgia records on or before the sale of the thirty-sixth Lot in the Community to an Owner other than a Builder a written declaration that the Association will be obligated to maintain each Lot, as aforesaid,. If the Declarant makes such an election, the cost and expense incurred by the Association maintaining the lawn and landscaping on each Lot, as aforesaid, shall constitute a part of the Common Expenses paid by the Association; provided, however,

until a Lot has been sold to an Owner, other than a Builder, the expense specifically associated with the lawn and landscape maintenance on each Lot, as aforesaid, shall be paid by Builder of such Lot to the Association on a monthly basis.

Section 2. Owner's Responsibility. Except as otherwise provided herein, each Owner shall maintain or cause to be maintained his Lot and all Improvements thereon including his Residential Unit, in good, clean and attractive condition and repair, subject to this Declaration and in a manner which is consistent with the Community-Wide Standard. Such maintenance shall include, without limitation, prompt removal of all litter, trash, refuse and waste; reasonable maintenance, repair and replacement of all his Improvements and all exterior portions of his Residential Unit; maintenance of all grass and landscaping on a regular basis; tree and shrub pruning; watering of landscaped areas; keeping lawn and gardening areas alive, free of weeds and in attractive condition; keeping driveways in good repair; complying with all governmental health and police requirements; and repair exterior damage to all Improvements including Residential Unit on his Lot.

In the event the Board of Directors determines that (i) any Owner has failed or refused to properly discharge his obligations with regard to the maintenance and repair for which he is responsible hereunder, or (ii) the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused by the willful or negligent act of an Owner or his family, tenants, guests, licensees or invitees, the Association, except in the event of an emergency situation, may give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement, at such Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary and shall give the Owner ten (10) days within which to complete such maintenance, repair or replacement, or, in the event such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work within such ten (10) day period and to complete such work within a reasonable time. If an Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement at the sole cost and expense of the Owner, and all costs and expenses incurred by the Association shall become part of the assessment for which such Owner is personally liable and shall become a lien against such Owner's Lot.

C. INSURANCE AND CASUALTY OR LIABILITY LOSSES.

Section 1. Insurance. The Association's Board of Directors shall have the authority to obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, members and agents. The public liability insurance shall have coverage in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage and

Two Million Dollars (\$2,000,000.00) of aggregate coverage. The cost of all such insurance coverage shall be a part of the Common Expenses of the Association. Each insurance policy may contain a reasonable deductible, which shall be paid by the Association.

All such insurance coverage obtained by the Association shall be written in the name of the Association for the benefit of all Owners. All policies shall be written by a company licensed to do business in Georgia, having at least an A rating as established by A.M. Best Company, Inc. or the most nearly equivalent rating. All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement, if reasonably available. The Board of Directors shall be required to make every reasonable effort to secure insurance policies that provide a waiver of subrogation by the insurer as to any claims against the Board of Directors, the Owners and their respective family, tenants, guests, invitees, licensees, and agents and a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association.

In addition to other insurance required by this Section, the Board shall obtain, as a Common Expense, workers compensation insurance, if and to the extent necessary, and a fidelity policy or bond on officers, directors, employees and other persons handling or responsible for the Association's funds. The amount of all such coverage shall be determined by the Board of Directors, using its best business judgment.

Section 2. **Disbursement of Proceeds.** Proceeds of insurance policies shall be disbursed in payment of any repair or reconstruction covered by such insurance. Any proceeds remaining after defraying such cost of repair and reconstruction, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

Section 3. **Damage and Destruction.**

(a) Immediately after the damage or destruction by fire or other casualty of all or any part of the Common Area covered by insurance written in the name of the Association, the Board of Directors shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction means repairing and restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Declarant and after the Conversion Date, at least seventy five percent (75%) of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If reliable and detailed estimates of the cost of the repair or reconstruction or if the amount of insurance proceeds available as a result of such damage or destruction is not available within such sixty (60) day period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not

exceed beyond sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the Common Area affected by such damage or destruction shall be restored to its natural state and maintained as an undeveloped portion of the Common Area.

Section 4. Insufficient Insurance Proceeds. If the damage or destruction for which the insurance proceeds are paid are not sufficient to defray the cost of the required repair or reconstruction, and if the Board determines that the funds in the capital reserve accounts are not sufficient to cover such insurance deficiency, then the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners, in an equal amount, and such special assessment shall be used to complete the required repair or reconstruction.

Section 5. Damage to Lots. By virtue of taking title to a Lot, each Owner covenants and agrees to carry all risk casualty insurance on all Improvements, including Residential Units, constructed or placed on his Lot. Each Owner further covenants and agrees that in the event of a partial loss, damage or destruction resulting in less than total destruction of any Improvement located on any Lot, such Owner shall promptly proceed to repair or reconstruct the damage in a manner consistent with the aesthetic appearance and quality of the original construction and with the Community-Wide Standards. In the event that any Improvement, including any Residential Unit, is totally destroyed or rendered uninhabitable or unusable, the Owner shall repair or rebuild such Improvement, including the Residential Unit, to substantially the same condition as it existed prior to such damage and in accordance with all applicable standards, restrictions and provisions of this Declaration and all applicable zoning, subdivision, building and other governmental regulations. All such repair and reconstruction shall be commenced promptly following such damage and shall be carried through diligently to conclusion within a reasonable time.

ARTICLE VI

CONDEMNATION

If all or any part of the Common Area shall be taken (or conveyed in lieu of and under the threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, for the benefit of all of the Owners. If the taking involves a portion of the Common Area on which improvements have been constructed and the taking occurs prior to the Conversion Date, the Declarant shall have the right, in its sole discretion, to decide whether the Association shall restore or replace such improvements on the remaining Common Area. If the taking involves a portion of the Common Area on which improvements have been constructed and such taking occurs after the

Conversion Date, then the Association shall, if possible, restore or replace such improvements so taken on the remaining Common Area unless seventy five percent (75%) of the Members of the Association vote at a meeting duly called not to restore or replace such improvements and, until Buildout, the Declarant likewise agrees not to restore or replace such improvements. If the improvements are to be repaired or restored, the funds received by the Association shall be disbursed in the same manner as funds are disbursed for casualty damage or destruction as provided above. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such awarded funds or remaking funds shall be deposited to the benefit of the Association.

ARTICLE VII

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Unilateral Annexation by Declarant. As the owner thereof or, if not the owner, with the written consent of the owner thereof, Declarant shall have the unilateral right, privilege and option from time to time until ten (10) years after the recording of this Declaration to subject other property owned by the Declarant (hereinafter “Additional Property”) to the provisions of this Declaration and the jurisdiction of the Association by filing of record an amendment to this Declaration describing the Additional Property being annexed. Any such annexation shall be effective upon the filing of record of such amendment to the Declaration, unless otherwise provided therein. Any property so annexed into the Community shall thereafter be a part of the Property for all purposes under this Declaration. The Declarant may unilaterally amend this Declaration to reflect the different character of any Additional Property so annexed. The rights reserved unto Declarant to subject Additional Property to this Declaration shall not impose any obligation upon Declarant to subject any Additional Property to this Declaration or to the jurisdiction of the Association.

Section 2. Other Annexation. Subject to the consent of the owner thereof and, until Buildout has occurred, with the consent of the Declarant, upon the affirmative vote or written consent of Members representing a Majority of the total Association vote, the Association may annex real property to the provisions of this Declaration to become a part of the Common Area and the jurisdiction of the Association by filing of record an amendment to the Declaration describing the property being annexed. Any such amendment to the Declaration shall be signed by the president and the secretary of the Association, and any such annexation shall be effective upon the filing of record of such amendment to the Declaration, unless otherwise provided therein.

Section 3. Withdrawal of Property. So long as the Conversion Date has not yet occurred, Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent or joinder of any Person, for the purpose of removing certain portions of the Property then owed by the Declarant or its affiliates or the Association from the

provisions, of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community.

ARTICLE VIII

ASSESSMENTS

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

Section 2. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof, from and after the commencement date established in Section 9, below, (a) general assessments; (b) special assessments established as herein provided; (c) specific assessments against any particular Lot established pursuant to the terms of this Declaration; and (d) transfer assessments imposed in accordance with this Declaration. All such assessments, together with late charges, simple interest at the rate of eighteen percent (18%) per annum, costs of collection and reasonable attorney's fees actually incurred in an amount not less than fifteen percent (15%) of the assessments and interest due and owing, shall be a charge on and a continuing lien against each Lot against which each assessment is made. Each such assessment, together with the late fees, interests, court costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment became due and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, any First Mortgagee who obtains title to a Lot pursuant to the remedies provided in a First Mortgage will not be liable for any unpaid assessments which accrued prior to the acquisition of title to the Lot by the Mortgagee. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for Owners who are delinquent in the payment of such assessments. Unless otherwise provided by the Board, assessments shall be paid in annual installments.

Section 3. Computation of General Assessments. It shall be the duty of the Board to prepare a budget covering the estimated cost of operating the Association during the coming year. The budget may include a capital reserve contribution in accordance with a capital budget that may be separately prepared by the Board. The Board shall cause a copy of the budget and the general assessment to be levied therefrom to be mailed to each Member at least thirty (30) days prior to the date on which the budget will become effective. The budget and general

assessment established therefrom shall be and become effective unless a written statement of disapproval executed by Members representing at least a Majority of the total Association vote is delivered to the Board no later than seven (7) days prior to the effective date of the proposed budget. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and assessments in effect for the current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to other assessments authorized herein, the Board may in its discretion levy special assessments in any year for the purpose of paying the costs of unexpected maintenance, repairs or replacement of the Common Area or the cost of other unanticipated expenses, needs or obligations of the Association incurred or projected to be incurred in the performance of its obligations in this Declaration. No membership vote shall be necessary prior to the imposition of a special assessment; provided that until the Conversion Date has occurred, no special assessment may be adopted without the consent of the Declarant.

Section 5. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future. The Board may specifically assess Lots for the following Association expenses, except for expenses incurred for the maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) any Common Expense benefiting less than all of the Lots shall be specifically assessed equitably among the Lots so benefited, as determined by the Board of Directors;

(b) any Common Expenses occasioned by the conduct of less than all of the Owners or their family, guests, tenants, licensees, or invitees shall be specially assessed against the Owner of such Lots whose conduct, or the conduct of such Owners' family, guests, tenants, licensees, or invitees, occasioned any such Common Expenses; or

(c) any Common Expenses significantly disproportionately benefiting all of the Lots shall be assessed equitably among all of the Lots in the Community as determined by the Board of Directors.

Section 6. Transfer Assessments. Upon each and every transfer or conveyance of a Lot upon which a Residential Unit has been constructed, the transferee or grantee becoming the Owner of the Lot at each such conveyance shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such conveyance a non refundable assessment in the amount of One Thousand Dollars (\$1,000.00) (hereinafter the "Transfer Assessment"). All Transfer Assessments collected by the Association shall be deposited by the Association in a capital reserve account which shall be for the purpose

of funding capital costs required to repair or replace improvements which are a part of the Common Area or to purchase furniture, fixtures, pool and tennis apparatus and other personal property deemed reasonably necessary by the Board of Directors. Notwithstanding anything in this Section 6 to the contrary, the Transfer Assessment shall not apply to the sale of a Lot to a relocation company that resells the same Lot within six (6) months from the date of its acquisition of the Lot or to any transfer of a Lot by the Owner thereof to his spouse or children for estate planning purposes, both exceptions being subject to review and approval by the Board of Directors in its sole and exclusive discretion.

Section 7. Lien for Assessments. All assessments assessed against any Lot pursuant to this Declaration, together with late charges, interests, costs and attorney's fees as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances except for the lien for ad valorem taxes, the lien of any First Mortgage covering the Lot, and the lien of any Mortgage recorded prior to the recording of this Declaration. The recording of this Declaration shall constitute record notice of the existence of the lien and the priority of the lien. All Persons acquiring liens or encumbrances after this Declaration shall have been recorded shall be deemed to consent that such liens and encumbrances, except as otherwise provided herein, shall be inferior to the lien created by this Declaration.

Section 8. Nonpayment of Assessments. Any assessment levied pursuant to this Declaration which is not paid within ten (10) days after it is due shall be delinquent and shall also include a late charge established by the Board of Directors, accrue simple interest at the rate of eighteen percent (18%) per annum, and include all costs of collection, including reasonable attorney's fees in an amount not less than fifteen percent (15%) of the principal and interest due. Not less than ten (10) days after notice is sent by certified mail, return receipt requested, to the delinquent Owner at the address of the Lot, or at such other address designated in writing by such Owner, the lien in favor of the Association may be foreclosed by the Association by suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. The notice shall specify the amount of the assessment then due and payable together with all late charges, interest and costs of collection, including attorney's fees. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey such Lot.

Except as stated herein, no Owner may waive or otherwise exempt himself or itself from liability for the assessments provided herein, including, but not limited to, non-use of the Common Areas or abandonment of a Lot. No diminution or abatement of any assessment or setoff shall be claimed or allowed by reason of any failure of the Association or the Board to take some action or perform some function required to be taken or performed by the Association or the Board hereunder, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or with any order or directive of any governmental authority, it being acknowledged that the obligation to pay assessments is a separate and independent

covenant on the part of each Owner.

Section 9. **Commencement of Asscsments.** Transfer Assessments shall be due and payable for any Lot from and after the recording of this Declaration. All other assessments shall commence as to all Lots on the thirtieth (30th) calendar day after the subdivision of the Lot pursuant to Section 3 of Article II of this Declaration; provided that the initial general assessment shall not be levied until January 1, 2003 and provided further that neither the Declarant nor any Builder shall any assessment levied against a Lot owned by it pursuant to this Declaration unless and until a Residential Unit is constructed on a Lot owned by the Declarant or a Builder and such Residential Unit is occupied. Until the Conversion Date, the Declarant may pay in cash or in kind the difference between the amount of general assessment assessed on all Lots each fiscal year and the amount of actual expenditures required to operate the Association during each fiscal year, exclusive of any capital reserve contributions.

Section 10. **Fiscal Year.** The fiscal year of the Association shall begin on January 1 of each year and shall end on December 31 of the same year.

ARTICLE IX

ARCHITECTURAL STANDARDS

Section 1. **Creation of Design Review Board.** There shall be established and maintained a Design Review Board (“DRB”) consisting of at least three (3) and not more than five members, who need not be Members of the Association. Until the Conversion Date, Declarant shall appoint each member of the DRB and all members of the DRB may be removed by the Declarant with or without cause. After the Conversion Date, the Board shall have the exclusive right and authority at any time, and from time to time, to appoint and remove members of the DRB with or without cause.

Section 2. **Function of DRB.** No Improvements shall be erected, constructed, placed, altered, remodeled, maintained or permitted to remain on any portion of the Property, including on any Lot, until plans and specifications, in such form and detail as the DRB may deem necessary, shall have been submitted to the DRB and approved by it in writing, unless such Improvement is developed, constructed or altered by Declarant, affiliates of Declarant or a Builder in which case the Declarant must approve such Improvement. The DRB shall have the authority to select and employ professional consultants to assist it in discharging its duties and the cost of such consultants shall be paid by the Owner of any Lot for which plans and specifications have been submitted for approval prior to such plans and specifications being considered for approval by the DRB.

Section 3. **Modifications Committee.** After the date on which seventy-five percent (75%) of the approximately one hundred five (105) Lots as are contemplated to be a part of the

Community on the master plan thereof, inclusive of Lots not yet subdivided pursuant to Section 3 of Article II, above, have been conveyed to Owners other than the Declarant, affiliates of Declarant or Builders, the Declarant may form a modifications committee of not less than three (3) nor more than five (5) members (hereinafter "Modifications Committee"), who shall be Members of the Association. The Modifications Committee shall have the authority of the DRB, and the DRB shall relinquish such authority, concerning the erection, construction, placement, alteration, remodeling, or maintenance of any Improvement on any Lot owned by Persons other than Declarant, affiliates of Declarant or Builders. Declarant shall evidence the formation of a Modifications Committee by filing of record with the Clerk of the Superior Court of Dawson County, Georgia a written notice that a Modifications Committee for the Association has been formed. The Modifications Committee shall be governed by and shall act consistent with all of the rights, obligations, terms, provisions and guidelines concerning and applicable to the DRB set forth in this Article. After the Conversion Date, the Modifications Committee shall automatically terminate and cease to exist, and all of the rights and powers granted to the Modifications Committee hereunder shall automatically revert back to the DRB.

Section 4. Plans and Specifications.

(a) The DRB shall have the right to approve or disapprove any submitted plans or specifications that are not in compliance with this Declaration, if they are incomplete or if the DRB reasonably determines that such plans and specifications are not consistent with the Community-Wide Standards considering among other things, the following: (i) architectural character and nature, shape, color, size, material, location and kind of all proposed Improvements, taking in consideration the aesthetic quality of any Residential Unit with respect to height, form, proportion, volume, siting and exterior materials; (ii) adequacy of lot dimensions for proposed Improvements, (iii) conformity and harmony of exterior design with neighboring Lots and Improvements; (iv) relation of topography, grade and finished ground elevations to that of neighboring Lots and Improvements; (v) screening of mechanical and other installations; (vi) functional appropriateness with respect to vehicle handling, siting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other Lots), drainage, utility service systems and lighting; (vii) extent and quality of landscaped areas; or (viii) compliance with the Community-Wide Standard.

(b) Prior to the commencement of construction of Improvements on any Lot, the Owner of such Lot shall submit detailed information in writing regarding the proposed Improvements including site plans and two (2) full sets of final construction drawings and specifications (which shall be sealed and certified by duly licensed architect or engineer if so required by the DRB (hereinafter the "Plans") showing or stating all aspects of the proposed Improvements including but not limited to the following: (i) location of all structures, street rights-of-way and setback lines; (ii) location of all walks, driveways and curve lines; (iii) all landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and material, and existing trees and limits of clearing and grading; (iv) location, height, intensity and fixture type of all exterior lighting; (v) location, size and type

of all fencing; (vi) architectural floor plans, elevation, wall sections and details of the Residential Unit; (vii) building material and color information, including samples if requested; and (viii) size and square footage and height of the Residential Units and all other Improvements.

(c) Should the DRB fail either to approve or disapprove the Plans within thirty (30) days after submission in accordance with the terms of this Declaration, it shall be conclusively presumed that the DRB has approved the Plans. Approval of any Plans with regard to a Lot shall not be deemed to be a waiver of the DRB's right, in its discretion, to disapprove similar plans and specifications, or any features or elements included therein, for any other Lot.

(d) If construction has not commenced within one (1) year from the date the Plans are approved, then the approval given pursuant to this Article shall be deemed to be automatically revoked by the DRB, unless the DRB extends the time for commencing construction. In any event, all work covered by such approval shall be completed within nine (9) months of the commencement thereof, except for such period of time as completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical material shortages or other intervening forces beyond the control of the Owner, unless the DRB extends the time for completion.

Section 5. **Release of Liability.** Each Owner hereby releases the Declarant, the Association, the Board of Directors, and the DRB and the Modifications Committee, if and when formed, from any and all liability for (i) any defects in any plans and specifications submitted, revised or approved pursuant to the terms of this Declaration, (ii) any loss or damage to any Person arising out of the approval or disapproval of any such plans and specifications, (iii) any loss or damage arising from the noncompliance with such plans and specifications or any governmental ordinance or regulation, or (iv) any defects in construction undertaken pursuant to such plans and specifications, regardless of whether such claim arises by reason of mistake in judgment, negligence or nonfeasance by the DRB.

Section 6. **Compliance with Law.** All Improvements, including Residential Units, constructed, erected, placed, altered, remodeled, maintained or permitted on any Lot shall comply with any and all applicable federal, state, county and municipal zoning and building restrictions, including, but not limited to, grading, clearing, construction of impervious surfaces, building and other construction rules and regulations.

Section 7. **Inspection.** The DRB, or its designee, shall have the right during reasonable business hours to enter upon and inspect any Lot or improvement under construction to determine whether the approved Plans are being followed or adhered to. If the DRB shall determine that such Plans have not been approved or that the Plans are not being followed or adhered to, the DRB may in its discretion give the Owner of such Lot written notice of such violation. If such violation is not corrected, the Board of Directors shall have the right to enjoin further construction and/or require the removal or correction of any work in place that does not comply with the approved Plans or this Declaration and to take such other action as may be

allowed under this Declaration, the By-Laws or under applicable law.

Section 8. Interior Alterations. No Owner shall make any alterations or improvements to the interior of a Residential Unit on his Lot, remove any portion thereof, make any additions thereto, or do any thing that would change the exterior appearance of such Improvements without first submitting plans and specifications therefore and obtaining the written consent of the DRB pursuant to this Article. Any other interior alteration of any improvement may be made by the Owner without first obtaining the approval of the DRB.

ARTICLE X

MORTGAGEE PROVISIONS

The following provisions are for the benefit of the holders of First Mortgages on Lots in the Community. To the extent applicable, necessary or proper, the provisions of this Article shall apply to both this Declaration and to the By-Laws.

Section 1. Notice of Action. An institutional holder, insurer or guarantor of a First Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and identity specifically the Lot encumbered by the First Mortgage, thereby becoming an "eligible holder") will be entitled to timely written notice of: (a) any condemnation loss or casualty loss which affects a material portion of the Community or which affects a portion of the Lot on which there is a First Mortgage held, insured or guaranteed by such eligible holder; any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the First Mortgage of the eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, the Association may, without request from such eligible holder, provide notice of such delinquency to such First Mortgage; (c) any lapse, cancellation or material modification of any insurance policy maintained by the Association; or (d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or any other Person a priority over any rights of the First Mortgage on a Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 3. Notices to Association. Upon request, each Owner shall be obligated to furnish the Association with the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within

thirty (30) days after the date of the Association's request.

ARTICLE XI

USE RESTRICTIONS

Section 1. **General.** This Article sets out certain use restrictions which must be complied with by all Owners and their respective families, tenants, guests, licensees and invitees. In addition, the Board may from time to time, without the consent of the Owners, adopt, modify or delete Rules and Regulations applicable to the Community as permitted under this Declaration.

Section 2. **Residential Use.** Except for development, sale and marketing activities carried on by the Declarant, affiliates of Declarant and Builders in connection with the Lots and Residential Units, each Lot shall be used for residential purposes only. No trade or business of any kind may be conducted in or from a Lot, except for business use ancillary to a primary residential use so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Residential Unit; (b) the business activity does not involve Persons coming onto the Lots who do not reside in the Community or door-to-door solicitation of Owners of Lots; (c) the business activity conforms to all zoning requirements for the Lot; and (d) the business activities are consistent with the resident character of the Community and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other Owners of Lots, as may be determined in the sole discretion of the Board of Directors.

Section 3. **Gardens.** No gardens of any type may be planted or maintained in the front or side yard of any Lot.

Section 4. **Play Equipment.** Playhouses, treehouses, basketball goals, trampolines, hammocks, play structures and other recreational equipment constitute Improvements and are therefore subject to review and approval by the DRB in accordance with Article IX of this Declaration.

Section 5. **Temporary Structures.** Other than temporary facilities as might be installed by Declarant or a Builder, with the Declarant's consent, no structure of a temporary character, whether a trailer, tent, shack, garage, barn or other out building, shall be permitted, maintained or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently.

Section 6. **Signs.** Except for signs placed in the Community by Declarant or affiliates of Declarant, no signs, including "For Sale" signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or on the Common Area without the express written consent of the Board of Directors. Notwithstanding the foregoing, the Owner of each Lot may place one "For Sale" or "For Rent" sign on his Lot; provided, however, the

Board of Directors has the right to regulate the size and design of the sign to ensure consistency with the Community-Wide Standard. Declarant hereby reserves the right to construct and maintain such signs, billboards and advertising devices as is determined by Declarant to be necessary in connection with the development, marketing and sale of Lots in the Community.

Section 7. **Nuisance.** It shall be the responsibility of each Owner and occupant of a Lot to prevent the development of any unclean, unhealthy, unsightly or unkept condition on his Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing which will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Owners and occupants of surrounding Lots. No obnoxious or offensive activity shall be carried on within the Community, nor shall any thing be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person on any Lot or the Common Area. Without limiting the generality of the foregoing, no horn, speaker, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes and stereo speakers, shall be located, installed or maintained upon the exterior of any Residential Unit. Any siren or device for security purposes shall contain a device which causes it to automatically shutoff within a reasonable time after sounding.

Section 8. **Animals and Pets.** No animals, pets, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other usual household pets may be kept by an Owner on his respective Lot and within their respective Residential Unit provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or unreasonably disturb Owners of Lots within the Community. The Board of Directors shall have the right to adopt reasonable Rules and Regulations governing animals and pets kept by Owners of Lots in the Community, including the right to prohibit animals of a certain size, weight or type. No structure for the care, housing or confinement of any pet or animal shall be constructed or maintained on any part of the Common Area, and any such structures maintained on a Lot must be approved by the DRB pursuant to Article IX of this Declaration. Pets and animals shall be on a leash at all times when walked or exercised in any portion of the Community, except on the Owner's Lot. No pet or animal shall be permitted to leave its excrement on any portion of the Common Area or on any Lot not owned by the Owner of the animal or pet and the Owner of such animal or pet shall immediately remove such excrement. In the event an animal or pet is deemed by the Board of Directors to be a nuisance or to be kept in violation of this Declaration, the Board of Directors shall have the right to require the Owner of such animal or pet to remove such animal or pet from the Community. The animal control authority shall be permitted to enter the Community to patrol and remove all pets and animals which are in violation of such animal control regulations or this Declaration. All animals and pets shall be registered, licensed and inoculated as required by law.

Section 9. **Garbage Cans, Wood Piles, Etc.** All garbage cans, wood piles, and related equipment and other similar items shall be located or screened so as to be concealed from view

from the streets in front of each Lot and shall be located in the rear of each Residential Unit. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other rubbish shall be kept in sanitary containers with covers or lids, which sanitary containers shall be removed from the front of each Lot promptly after pickup by the local garbage service. Exterior clotheslines are expressly prohibited on any Lot. The Declarant expressly reserves the right to allow Builders to dump, bury and/or burn construction debris and trees on any Lot as needed for efficient construction; otherwise, no dumping or burning of debris or trees is permitted on any Lot.

Section 10. **Lighting.** Except for decorative lights during the holiday season, all exterior lighting on each Lot must be submitted and approved by the DRB in accordance with Article IX, above. The Board of Directors shall have the right to adopt reasonable Rules and Regulations concerning seasonal decorative lights.

Section 11. **Sight Distance at Intersections.** All Lots located at any street intersection shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub, or landscape planting shall be placed or permitted to remain at any corner of a Lot located at any street intersection where, in the opinion of the Board of Directors, the condition would create a traffic or sight problem for vehicles or persons entering or traveling upon these streets.

Section 12. **Energy Conservation Equipment.** No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed, installed or maintained upon any Lot unless approved by the DRB in accordance with Article IX, above.

Section 13. **Above-Ground Pools.** Above-ground swimming pools are strictly prohibited and may not be erected, placed or maintained upon any Lot within the Community.

Section 14. **Parking.** All boats, buses, recreational vehicles, motorcycles, mopeds, all terrain vehicles, scooters, mini bikes, go carts, motor homes, mobile homes, trailers and campers kept or maintained in the Community for periods longer than twenty-four (24) hours must be kept in an enclosed garage. All automobiles, vans and trucks shall be parked within enclosed garages to the extent that garage space is available and, if not, such automobiles, vans and trucks shall be parked on the driveways of Lots, and not in the Common Area. Garages shall not be used for storage or in any manner so that they become unavailable for parking automobiles and other transportation vehicles and devices therein. No automobile, van or truck may be parked along any street for a period longer than twenty-four (24) hours. After such twenty-four (24) hour period, such automobile, van or truck shall be considered a nuisance and may be removed from the Community by the Board of Directors at the expense of the Owner. Any boat, bus, recreational vehicle, motorcycle, moped, all terrain vehicle, scooter, mini bike, go cart, motor home, mobile home, trailer or camper parked on any Lot in violation of this Declaration for periods longer than twenty-four (24) hours shall be considered a nuisance and may be removed from the Community by the Board of Directors at such Owners' expense.

Automobiles and other transportation vehicles or devices which are either dismantled, partially dismantled, inoperative, discarded or which do not have a valid license plates attached thereto must be stored within an enclosed garage. No Owner or occupant of any Lot shall repair or restore any automobile or other transportation vehicle or device of any kind upon a Lot, except within an enclosed garage or only to the extent necessary to enable its movement in the event of an emergency repair.

Section 15. **Antennas or Similar Equipment.** No antenna, receiver, satellite dish, equipment serving as an antenna or satellite dish, or other similar device or equipment shall be attached, placed upon or installed on any Lot, Resident Unit, or any other portion of the Property, unless installed by the Association, the Declarant, or in accordance with this Declaration. Direct Broadcast Satellite ("DBS") dishes measuring one meter or greater in diameter are strictly prohibited as are any antennas which extend more than twelve (12) feet above any roof line. DBS dishes measuring less than one meter in diameter and antennas extending less than twelve (12) feet above roof lines are permitted, subject to the Rules and Regulations adopt from time to time by the Board of Directors. Such Rules and Regulations shall be enforced as if fully set forth herein. No radio or television signals nor any other form of electromagnetic radiation or other signal shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Community.

Section 16. **Firearms.** The use of firearms within the Community is strictly prohibited. The term "firearms" includes B.B. guns, pellet guns and other firearms of all types, regardless of size, power or gauge.

Section 17. **Traffic Regulations.** All vehicular traffic on all streets and paved areas within the Community shall be subject to the laws of the State of Georgia and Dawson County, Georgia concerning operation of motor vehicles in public streets and paved areas. The Association is hereby authorized to promulgate, administer and enforce Rules and Regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits, within the Community. The Association shall be entitled to enforce such Rules and Regulations by establishing such enforcement procedures as it deems appropriate, including levying of fines for any violations thereof. All vehicles of any kind and nature which are operated on the streets or paved area within the Community shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners and occupants of Lots.

Section 18. **Leasing.** Residential Units may be leased for residential purposes only. All leases shall have a minimum term of one (1) year, unless the prior written approval is given by the Board of Directors. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, the By-Laws and Rules and Regulations of the Association and shall also obligate such tenant to comply with those documents. Owners are responsible for the actions and conduct of their tenants and the tenants' family, guests, licensees and invitees.

Section 19. **Drainage.** Natural drainage of streets, Residential Units, Lots or driveways of

Lots shall not be impaired by any Owner. No Owner shall obstruct or rechannel the drainage flow of water after location and installation of catch basins, berms, drainage areas, drainage swales, storm sewer or storm drain systems.

Section 20. **Unsightly or Unkept Conditions.** It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkept condition from existing on or within his Lot and Residential Unit. Any item such as outside patio furniture or other articles that can be viewed from the streets within the Community, Common Area, or other Lots shall be maintained in a neat and attractive condition as determined by the Board. The pursuit of hobbies or other activities, including, but not limited to, assembly, disassembly and repair of motor vehicles or other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions shall not be pursued or undertaken on any part of the Community other than in an enclosed garage.

Section 21. **Fences.** No fence may be installed or constructed on any Lot without the prior written approval of the DRB in accordance with Article IX, above.

Section 22. **Artificial Vegetation. Exterior Sculpture and Similar Items.** No artificial vegetation shall be permitted in the Community except within a Residential Unit. Exterior sculptures, fountains, flags and similar items must be approved by the DRB in accordance with Article IX, above.

Section 23. **Tree Removal.** No trees shall be removed within ten (10) feet of the rights-of-way of any street within the Community without the prior written consent of the DRB, except for diseased or dead trees, trees requiring removal to promote the growth of other trees or for safety reasons.

ARTICLE XII

GENERAL PROVISIONS

Section 1. **Enforcement.** Every Owner and every occupant of any Lot, and their respective families, guests, invitees, licensees, successors and assigns, shall comply with this Declaration, the By-Laws and the Rules and Regulations of the Association, as they now exist and may be amended from time to time. Except as otherwise provided herein, the Association shall send written notice of any violation to the violating Owner, who shall have ten (10) days from the date of the notice (in the event of an emergency, as determined by the Board of Directors, only reasonable notice is required) to correct and cure the violation and comply with this Declaration, the By-Laws or the Rules and Regulations. Any lack of such compliance shall entitle the Board of Directors to impose and assess fines and other sanctions against the Owner of the Lot, which shall be collected as provided herein for the collection of assessments. Furthermore, any lack of such compliance shall authorize the Board of Directors to temporarily suspend voting rights and the rights of use of the Common Areas; provided, however, no such suspension shall deny an

Owner or any occupant of a Lot access to the Lot owned or occupied. Additionally, any lack of such compliance shall authorize the Board of Directors to institute legal action against the Owner and occupant of a Lot to recover damages as a result of such party's action or for injunctive relief, or both, which action shall be maintainable by the Board of Directors on behalf of the Association or, in a proper case, by any aggrieved Owner. Failure by the Board of Directors or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors shall have the right to record in the appropriate land records a notice of violation of the Declaration, the By-Laws, or the Rules and Regulations, and assess the cost of the recording and removing of such notice against the Owner responsible for the violation of such documents.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon any portion of the Property including Lots and Residential Units, to abate or remove, using such force as may be reasonably necessary, any Improvement, Residential Unit, thing or condition which violates this Declaration, the Bylaws, or the Rules and Regulations. The Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help (except in the event of an emergency, as determined by the Board of Directors in which event only reasonable notice is required). All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as proved for herein for the collection of assessments.

Section 3. Duration. The provisions of this Declaration shall run with and bind the Property and shall be and remain in effect for a period of twenty (20) years after the date that the Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of twenty (20) years, unless such extension is disapproved in writing by Members representing greater than a Majority of the total Association vote. A written instrument reflecting such disapproval, if disapproved, must be recorded within the year immediately preceding the beginning of each twenty (20) year renewal period. Every purchaser or grantee of any interest in the Property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any portion of the Property subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on any portion of the

Property subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent thereto in writing. Further, until the Conversion Date, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially and adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to the Lot of any Owner without the consent of the affected Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Members representing a Majority of the total Association vote and, until the Conversion Date, with the consent of the Declarant. A meeting may be called (but shall not require to be called) to consider and vote upon any amendment.

Amendments to the Declaration shall become effective upon recordation, unless a later effective date is specified therein. Until Buildout, no provision of this Declaration which reserves or grants rights, privileges, easements, or any authority to the Declarant shall be amended without the prior written consent of the Declarant. Any procedural challenge to an amendment must be made within two (2) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or By-Laws.

Section 5. Partition. The Common Area shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of every Owner, the written consent of all holders of Mortgages encumbering the Property, and, until Buildout, the consent of the Declarant. No Lot may be subdivided or partitioned.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid. If the application of any provision of this Declaration 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.

Section 7. Captions. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Indemnification. In accordance with Section 14-3-850, et seq., of the Georgia Nonprofit Corporation Code, the Association shall indemnify every Person who was or is a party

or who is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the name of the Association), by reason of the fact that such Person is or was serving as a director or officer of the Association, against any and all expenses, including attorney's fees, imposed upon or reasonably incurred in connection with any action, suit or proceeding, if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the person is proper under the circumstances.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be liable as Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is available at reasonable cost, as determined in the sole discretion of the Board.

Section 10. Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association prior to the Conversion Date shall contain, or shall be deemed to contain, a termination clause pertaining to the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than ninety (90) days written notice.

Section 11. Books and Records. This Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations, design guidelines, membership register, books of account, and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any First Mortgage, at their expense, at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a First Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

The Board shall establish reasonable rules with respect to:

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

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

Section 12. **Financial Statements.** Financial statements reflecting the accounts of the Association shall be compiled annually in such a manner as the Board may decide; provided, however, after having received the Board's financial statements at the annual meeting, the Members representing a Majority of the total Association vote, and until the Conversion Date, with the consent of the Declarant, may require that financial statements of the Association be audited as an Association expense by a certified public accountant. Upon written request of an institutional holder of a First Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive financial statements within ninety (90) days of the date of the request.

Section 13. **Notice of Purchase.** Upon acquisition of an interest in the Property, the acquiring Owner shall notify the Board in writing of the name of the acquiring Owner and such other information as the Board may reasonably require.

Section 14. **Estoppel Certificates.** Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's Lot and any violations of the Declaration, By-Laws, or Rules and Regulations, by an Owner or occupant of such Owner's Lot. Such certificate shall bind the Association with respect to the foregoing matters. The Association may require the advance payment of a processing fee not to exceed Twenty Five Dollars (\$25.00) for the issuance of each such certificate.

Section 15. **Agreements.** All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community, except that no such agreements shall be binding as to the Declarant until Buildout without the written consent of the Declarant.

Section 16. **Implied Rights.** The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, or the Rules and Regulations and every other right or privilege reasonably to be implied from the existence of any such right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 17. **Use of Word "Oak Forest".** No Person shall use the word "Oak Forest" in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed or promotional material without the prior written consent of the

Declarant. However, Owners or occupants of Lots may use the word “Oak Forest” in printed or promotional matter where such phrase is used solely to specify that particular property is located within the Oak Forest Community.

Section 18. **Variances.** Notwithstanding anything to the contrary contained herein, until Buildout, the Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration or the By-Laws, except the provisions of Article VIII of this Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

Section 19. **Conflict.** In the event of a conflict between the provisions of this Declaration and the provisions of Georgia law, then to the extent that the provisions of Georgia law cannot be waived by agreement, Georgia law shall control.

Section 20. **Security.** ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE DRB DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS AND DRB ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND DRB HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

Section 21. **Gender and Grammar.** The singular whenever used herein shall be construed to mean and include the plural, when applicable, and vice versa, and the use of the masculine or neuter pronoun shall include the feminine, when applicable, and vice versa.

Section 22. **Interpretation.** In all cases, the provisions set forth in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of

Declarant, or the Board after the Conversion Date, will best evidence the intent of the general plan of the Community. The provisions hereof are to be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

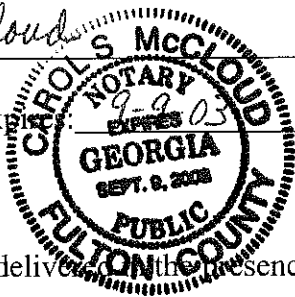
[Signatures begin on next page]

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal as the date first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Carol S. McCloud
Notary Public
My Commission Expires: 9-9-03



JIM COWART RESIDENTIAL, LLC

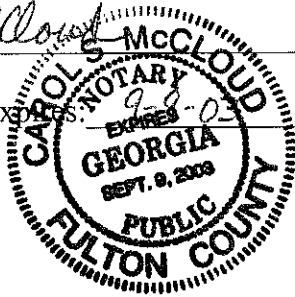
By: John F. Schiavone
John F. Schiavone, Manager

[Corporate Seal]

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Carol S. McCloud
Notary Public
My Commission Expires: 9-9-03



HICKEL CONSTRUCTION, INC.

By: Paul F. Hickel
Paul F. Hickel, President
Record Owner of Lots 103, 104, 110, 112,
129 and 136

[Corporate Seal]

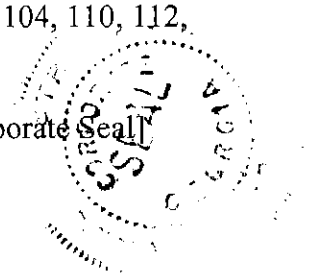


EXHIBIT "A"

PROPERTY DESCRIPTION

ALL that tract or parcel of land lying and being in Land Lots 159, 200, 201, 217, 218, 219 and 258, of the South Half of the 13th District and 1st Section of Dawson County, Georgia, and being 140.62 acres designated as Tract 1, as shown on a boundary survey compiled for Holyoke Corporation dated March 25, 1997, and revised March 9, 1998, as surveyed by Richard N. May, Registered Surveyor, which plat describes said property more particularly as follows:

Beginning at the Southwest corner of Land Lot 200; thence North 01 degree 19 minutes 14 seconds East along the West original line of said Land Lot 1260.81 feet to the Northwest corner of said Land Lot; thence North 72 degrees 52 minutes 24 seconds East, 335.09 feet to a point in Land Lot 159; then South 83 degrees 30 minutes 05 seconds East, 140.03 feet to a point; thence South 83 degrees 29 minutes 49 seconds East, 224.99 feet to a point; thence South 83 degrees 31 minutes 36 seconds East, 176.65 feet to a point; thence South 83 degrees 29 minutes 36 seconds East, 73.26 feet to a point; thence South 71 degrees 09 minutes 01 second East, 390.16 feet to a point found in Land Lot 200; thence South 29 degrees 03 minutes 57 seconds East, 349.76 feet to a point found in Land Lot 201; thence South 53 degrees 01 minute 17 seconds East, 290.08 feet to a point; thence North 42 degrees 18 minutes 31 seconds East, 569.41 feet to a point; thence South 01 degree 25 minutes 29 seconds West, 1135.33 feet to a point; thence South 00 degree 22 minutes 12 seconds East, 688.10 feet to a point found in Land Lot 217; thence South 89 degrees 33 minutes 50 seconds West, 711.50 feet to a point found on the East original line of Land Lot 218; thence South 00 degrees 26 minutes 14 seconds East, 688.80 feet to a point found on the South original line of Land Lot 218; thence North 89 degrees 29 minutes 13 seconds West along the South original lines of Land Lots 218 and 219, a distance of 1843.79 feet to a point found thereon; thence leaving the South original line of Land Lot 219, South 00 degrees 03 minutes 08 seconds West, 317.62 feet to a point found on the Northerly right-of-way of Kilough Road; thence along said right-of-way the following courses and distances; thence along a left-hand curve having an arc distance of 213.34 feet, said arc distance being a portion of a circle having a radius of 864.23 feet and subtended by a chord bearing and distance of North 82 degrees 08 minutes 30 seconds West, 212.79 feet to a point found thereon; thence North 89 degrees 12 minutes 48 seconds West along said right-of-way 103.57 feet; thence South 87 degrees 54 minutes 12 seconds West along said right-of-way 33.53 feet; thence along a right-hand curve an arc distance of 256.69 feet, said arc distance being a portion of a circle having a radius of 543.47 feet and subtended by a chord bearing and distance of North 78 degrees 33 minutes 57 seconds West 254.31 feet to a point found on said right-of-way; thence North 65 degrees 02 minutes 05 seconds West along said right-of-way 94.13 feet; thence North 58 degrees 31 minutes 57 seconds West along said right-of-way 30.56 feet; thence along a right-hand curve an arc distance of 181.73 feet, said arc distance being a portion of a circle having a radius of 1447.70 feet and being subtended by a chord bearing and distance of North 54 degrees 56 minutes 11 seconds West, 181.61 feet to a point found where said right-of-way intersects the West original line of Land Lot 258; thence North 43 degrees 13 minutes 29 seconds East, 111.11 feet to a point found on the North original line of Land Lot 258; thence North 43 degrees 21 minutes 20 seconds East, 1023.90 feet to a point found in Land Lot 219; thence North 20 degrees 18 minutes 23 seconds West, 665.05 feet to a point found on the North original line of Land Lot 219; thence North 88 degrees 08 minutes 01 second East, 768.93 feet to the POINT OF BEGINNING. Said property is more fully described according to the above-referenced plat which is incorporated herein by reference for a more complete description thereof.

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD
AT 3:30 P M 01-17-03
Recorded in Deed Book 488 Page 439-441
This 17 day of January 2003
Suey McCard, Clerk

PLEASE RETURN TO:
Steven M. Winter, Esq.
WEINSTOCK & SCAVO, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, Georgia 30305

Cross Reference: Deed Book 454
Page 37

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST**

**THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST** (hereinafter "First Amendment")
is made and entered into as of the date of execution below by Jim Cowart Residential, LLC
(hereinafter the "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Oak Forest
were recorded on or about July 26, 2002 in Deed Book 454, Page 37 of the Dawson County,
Georgia records (hereinafter "Declaration"); and

WHEREAS, pursuant to Section 4 of Article XII of the Declaration, until Buildout,
Declarant may unilaterally amend the Declaration for any purpose so long as such amendment does
not materially and adversely affect the substantive rights of any Owner thereunder, nor shall it
adversely affect title to the Lot of any Owner without the consent of the affected Owner;

WHEREAS, Buildout has not yet occurred and this First Amendment does not materially
and adversely affect the substantive rights of any Owner with the exception of the rights of the
Owner of Lot 123, as such Lot is depicted on that certain Plat Book 54, Page 173 of the Dawson
County, Georgia Records ("Lot 123"), nor does it adversely affect title to the Lot of any Owner,
with the exception of the title to Lot 123; and

WHEREAS, DHH, Inc., a Georgia corporation, d/b/a Haymore & Reeve, the Owner of Lot 123, has consented to this First Amendment as evidenced by the signature set forth below.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. Section 12 of Article III of the Declaration is hereby deleted in its entirety and the following substituted therefor:

“Section 12. Easement for Landscape. It is hereby reserved for the benefit of Declarant and its successors and assigns, the perpetual, transferable and alienable right and easement upon, over and across those strips of lands thirty (30) feet in width located along the exterior boundaries of Lot 101 of Unit I of the Community, as depicted on that certain plat recorded in Plat Book 54, Page 173 of the Dawson County, Georgia records and re-recorded in Plat Book 56, Page 3 of the Dawson County, Georgia records, adjacent to the streets and roads, for the installation of berms and trees, bushes, shrubbery and other landscaping and for the Association to maintain and/or replace such berms and trees, bushes, shrubbery and other landscaping as the Association deems necessary from time to time. No fence, wall or other structure may be built within this easement area except by the Declarant, the Association and their respective successors and assigns, provided that neither the Declarant nor the Association shall have any obligation to construct any such fence, wall or other structure.

It is hereby further reserved for the benefit of Declarant and its successors and assigns, the perpetual, transferable and alienable right and easement upon, over and across that strip of land fifteen (15) feet in width located along the exterior boundary of Lot 123 of Unit I of the Community adjacent to Oak Forest Drive, as depicted on that certain plat recorded in Plat Book 54, Page 173 of the Dawson County, Georgia records and re-recorded in Plat Book 56, Page 3 of the Dawson County, Georgia records, for the installation of berms, trees, bushes, shrubbery and other landscaping and for the Association to maintain and/or replace such berms and trees, bushes, shrubbery and other landscaping as the Association deems necessary from time to time. No fence, wall or other structure may be built within this easement area except by the Declarant, the Association and their respective successors and assigns, provided that neither the Declarant nor the Association shall have any obligation to construct any such fence, wall or other structure.”

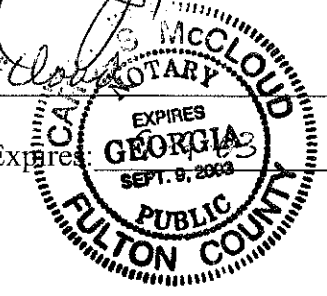
2. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Declaration.

3. Except as amended by this First Amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been signed, sealed and delivered by Declarant as of the 16th day of January, 2003.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
Carol S. McCloud
Notary Public
My Commission Expires: SEPT. 9, 2003



DECLARANT

JIM COWART RESIDENTIAL, LLC

By: [Signature]
John F. Schiavone, Manager

[CORPORATE SEAL]

OWNER

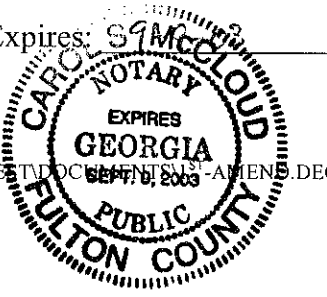
**DHH, INC., a Georgia corporation d/b/a
HAYMORE & REEVE**

By: [Signature]
Ronald P. Reeve

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

[Signature]
Witness
Carol S. McCloud
Notary Public
My Commission Expires: SEPT. 9, 2003



GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

AT 3:30P M 01-17-03
Recorded in Deed Book 488 Page 439-441
This 17 day of January 2003
July M. Cal, Clerk

PLEASE RETURN TO:
Steven M. Winter, Esq.
WEINSTOCK & SCAVO, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, Georgia 30305

Cross Reference: Deed Book 454
Page 37

390.7

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST**

**THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST** (hereinafter "First Amendment")
is made and entered into as of the date of execution below by Jim Cowart Residential, LLC
(hereinafter the "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Oak Forest
were recorded on or about July 26, 2002 in Deed Book 454, Page 37 of the Dawson County,
Georgia records (hereinafter "Declaration"); and

WHEREAS, pursuant to Section 4 of Article XII of the Declaration, until Buildout,
Declarant may unilaterally amend the Declaration for any purpose so long as such amendment does
not materially and adversely affect the substantive rights of any Owner thereunder, nor shall it
adversely affect title to the Lot of any Owner without the consent of the affected Owner;

WHEREAS, Buildout has not yet occurred and this First Amendment does not materially
and adversely affect the substantive rights of any Owner with the exception of the rights of the
Owner of Lot 123, as such Lot is depicted on that certain Plat Book 54, Page 173 of the Dawson
County, Georgia Records ("Lot 123"), nor does it adversely affect title to the Lot of any Owner,
with the exception of the title to Lot 123; and

WHEREAS, DHH, Inc., a Georgia corporation, d/b/a Haymore & Reeve, the Owner of Lot 123, has consented to this First Amendment as evidenced by the signature set forth below.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. Section 12 of Article III of the Declaration is hereby deleted in its entirety and the following substituted therefor:

“Section 12. Easement for Landscape. It is hereby reserved for the benefit of Declarant and its successors and assigns, the perpetual, transferable and alienable right and easement upon, over and across those strips of lands thirty (30) feet in width located along the exterior boundaries of Lot 101 of Unit I of the Community, as depicted on that certain plat recorded in Plat Book 54, Page 173 of the Dawson County, Georgia records and re-recorded in Plat Book 56, Page 3 of the Dawson County, Georgia records, adjacent to the streets and roads, for the installation of berms and trees, bushes, shrubbery and other landscaping and for the Association to maintain and/or replace such berms and trees, bushes, shrubbery and other landscaping as the Association deems necessary from time to time. No fence, wall or other structure may be built within this easement area except by the Declarant, the Association and their respective successors and assigns, provided that neither the Declarant nor the Association shall have any obligation to construct any such fence, wall or other structure.

It is hereby further reserved for the benefit of Declarant and its successors and assigns, the perpetual, transferable and alienable right and easement upon, over and across that strip of land fifteen (15) feet in width located along the exterior boundary of Lot 123 of Unit I of the Community adjacent to Oak Forest Drive, as depicted on that certain plat recorded in Plat Book 54, Page 173 of the Dawson County, Georgia records and re-recorded in Plat Book 56, Page 3 of the Dawson County, Georgia records, for the installation of berms, trees, bushes, shrubbery and other landscaping and for the Association to maintain and/or replace such berms and trees, bushes, shrubbery and other landscaping as the Association deems necessary from time to time. No fence, wall or other structure may be built within this easement area except by the Declarant, the Association and their respective successors and assigns, provided that neither the Declarant nor the Association shall have any obligation to construct any such fence, wall or other structure.”

2. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Declaration.

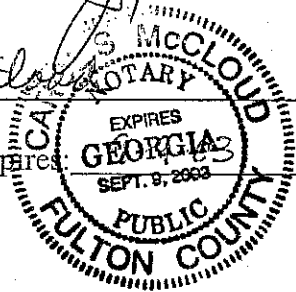
3. Except as amended by this First Amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been signed, sealed and delivered by Declarant as of the 16th day of January, 2003.

Signed, sealed and delivered in the presence of:

Witness

Carol S. McCloud
Notary Public
My Commission Expires: SEPT. 9, 2003



Signed, sealed and delivered in the presence of:

Witness

Carol S. McCloud
Notary Public
My Commission Expires: SEPT. 9, 2003



COWART.JIM/OAK FOREST DOCUMENTS 1ST AMEND.DEC

DECLARANT

JIM COWART RESIDENTIAL, LLC

By: John F. Schiavone
John F. Schiavone, Manager

[CORPORATE SEAL]

OWNER

DHH, INC., a Georgia corporation d/b/a
HAYMORE & REEVE

By: Ronald P. Reeve
Ronald P. Reeve

[CORPORATE SEAL]

AT 2:10P M 9-11-06
Recorded In Deed Book 763 Page 458-459
This 15 day of Sept. 2006

July Mend

Cross-Reference: Deed Book 454
Page 37

PLEASE RETURN TO:
Steven M. Winter, Esq.
WEINSTOCK & SCAVO, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, Georgia 30305

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST**

**THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST** (hereinafter "Second
Amendment") is made and entered into as of the date of execution below by Jim Cowart
Residential, LLC (hereinafter the "Declarant"), together with the consent of the Owners of the Lots
listed below.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Oak Forest
were recorded on or about July 26, 2002 in Deed Book 454, Page 37 of the Dawson County,
Georgia records;

WHEREAS, said Declaration was subsequently amended by that certain First Amendment
to Declaration of Covenants, Conditions and Restrictions for Oak Forest, recorded on
July 17, 2003 in Deed Book 488, Page 439-441, et. seq., Dawson County, Georgia
records (said Declaration, as so amended, being hereinafter referred to as the "Declaration");

WHEREAS, pursuant to Section 4 of Article XII of the Declaration, until Buildout,
Declarant may unilaterally amend the Declaration for any purpose so long as such amendment does
not materially and adversely affect the substantive rights of any Owner thereunder, nor shall it
adversely affect title to the Lot of any Owner without the consent of the affected Owner; and

WHEREAS, Buildout has not yet occurred and this Second Amendment does not
materially and adversely affect the substantive rights of any Owner, nor does it adversely affect title
to the Lot of any Owner;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
Declaration is amended as follows:

1. Section 1 of Article II of the Declaration is hereby amended by adding the following

to the end thereto:

“In addition, the initial construction of any Residential Unit upon any Lot must be performed by a Builder approved by the Declarant.”

2. Section 8 of Article III of the Declaration is hereby amended by adding the following to the end thereto:

“The initial sale of any Residential Unit must be made by or through Declarant in accordance with its real estate sales program then in place or by a real estate brokerage company approved by the Declarant; provided, however, such real estate brokerage company shall not be approved if it charges more than the standard real estate sales commission charged by Declarant or standard real estate sales commission charged in the industry as reasonably determined by Declarant.”

3. Section 4(a) of Article IX of the Declaration is hereby amended by adding the following to the end thereto:

“The DRB shall not approve any plans or specifications for any Residential Unit upon any Lot unless submitted by a Builder approved by the Declarant.”

4. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Declaration. Except as amended by this Second Amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

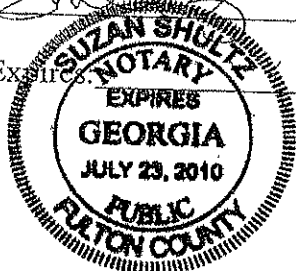
IN WITNESS WHEREOF, this Second Amendment has been signed, sealed and delivered by Declarant and the Owners listed below as of the 8th day of September, 2006.

[SIGNATURES BEGIN BELOW]

Signed, sealed and delivered in the presence of:

Renee L. L...
Witness

Suzan Shultz
Notary Public
My Commission Expires: _____



DECLARANT

JIM COWART RESIDENTIAL, LLC

By: John F. Schiavone
John F. Schiavone, Manager

AT 4:50 P M 11-15-06
Recorded in Deed Book 775 Page 336-338
This 16 day of Nov. 20 06

PLEASE RETURN TO:

Steven M. Winter, Esq.

WEINSTOCK & SCAVO, P.C.

3405 Piedmont Road, N.E.

Suite 300

Atlanta, Georgia 30305

Cross Reference: Deed Book 454

Page 37

Lucy McLeod, Clerk

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST**

**THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST** (hereinafter "Third Amendment")
is made and entered into as of the date of execution below by Jim Cowart Residential, LLC
(hereinafter the "Declarant"), together with the consent of the Owners of the Lots listed below.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Oak Forest
were recorded on or about July 26, 2002 in Deed Book 454, Page 37 et. seq. of the Dawson County,
Georgia records;

WHEREAS, said Declaration was subsequently amended by that certain First Amendment
to Declaration of Covenants, Conditions and Restrictions for Oak Forest, recorded on January 17,
2003, in Deed Book 488, Page 439, et. seq., Dawson County, Georgia records;

WHEREAS, said Declaration was subsequently amended by that certain Second
Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Forest, recorded on
September 11, 2006, in Deed Book 763, Page 458, et. seq., Dawson County, Georgia records (said
Declaration, together with all recorded amendments thereto, being hereinafter referred to as the
"Declaration");

WHEREAS, pursuant to Section 4 of Article XII of the Declaration, until Buildout,
Declarant may unilaterally amend the Declaration for any purpose so long as such amendment does
not materially and adversely affect the substantive rights of any Owner thereunder, nor shall it
adversely affect title to the Lot of any Owner without the consent of the affected Owner; and

WHEREAS, Buildout has not yet occurred and this Third Amendment does not materially
and adversely affect the substantive rights of any Owner, nor does it adversely affect title to the Lot
of any Owner;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
Declaration is amended as follows:

1. Section 9 of Article VIII of the Declaration is hereby deleted in its entirety and the following substituted therefor:

“Section 9. Commencement of Assessments. Transfer assessments shall be due and payable for any Lot from and after the recording of this Declaration. All other assessments shall commence as to all Lots on the thirtieth (30th) calendar day after the subdivision of the Lot pursuant to Section 3 of Article II of this Declaration; except as follows:

- (a) The initial general assessment shall not be levied until January 1, 2003;
- (b) Neither the Declarant nor any Builder shall have any assessment levied against any and all Lots owned thereby as of the date on which the Third Amendment to the Declaration of Covenants and Restrictions for Oak Forest was in the Dawson County, Georgia, land records (hereinafter referred to as “Pre-Owned Lots”), unless and until a Residential Unit is constructed on such Pre-Owned Lot and such Residential Unit is occupied.
- (c) On all Lots sold after the date on which the Second Amendment was recorded, all assessments on such Lots shall commence on the first to occur of the following (i) the one year anniversary of the date a Builder first purchases such Lot, regardless of whether a Residential Unit is constructed thereupon and regardless of whether such Residential Unit, if constructed, is occupied, or (ii) when the Lot is sold to a Person other than the Declarant or Builder.”

2. By deleting the first sentence in Section 3 of Article IX of the Declaration and replacing such sentence with a new first sentence for Section 3 of Article IX, which shall read as follows:

“The Declarant may, at any time and without restriction, form a modifications committee of not less than three (3) or more than five (5) members (hereinafter “Modifications Committee”), who shall be members of the Association.”

3. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Declaration. Except as amended by this Third Amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment has been signed, sealed and delivered by Declarant and the Owners listed below as of the 31 day of October, 2006.

[SIGNATURES BEGIN BELOW]

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]

Notary Public

My Commission Expires: September 22, 2009

DECLARANT

JIM COWART RESIDENTIAL, LLC

By: *[Signature]*
John F. Schiavone, Manager



GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

AT 4:50P M 11-15-06
Recorded in Deed Book 775 Page 339-340
This 16 day of Nov. 20 06

Suey McLeod, Clerk

PLEASE RETURN TO:
Steven M. Winter, Esq.
WEINSTOCK & SCAVO, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, Georgia 30305

Cross Reference: Deed Book 454
Page 37

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST**

**THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST** (hereinafter "Fourth
Amendment") is made and entered into as of the date of execution below by Jim Cowart
Residential, LLC (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Oak Forest
were recorded on or about July 26, 2002 in Deed Book 454, Page 37 et. seq. of the Dawson County,
Georgia records;

WHEREAS, said Declaration was subsequently amended by that certain First Amendment
to Declaration of Covenants, Conditions and Restrictions for Oak Forest, recorded on January 17,
2003, in Deed Book 488, Page 439, et. seq., Dawson County, Georgia records; and by that certain
Second Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Forest,
recorded on September 11, 2006, in Deed Book 763, Page 458, et. seq., Dawson County, Georgia
records; and by that certain Third Amendment to Declaration of Covenants, Conditions and
Restrictions for Oak Forest, recorded in the Dawson County, Georgia records (said Declaration,
together with all recorded amendments thereto, being hereinafter referred to as the
"Declaration");

WHEREAS, pursuant to Section 4 of Article XII of the Declaration, until Buildout, Declarant may unilaterally amend the Declaration for any purpose so long as such amendment does not materially and adversely affect the substantive rights of any Owner thereunder, nor shall it adversely affect title to the Lot of any Owner without the consent of the affected Owner; and

WHEREAS, Buildout has not yet occurred and this Fourth Amendment does not materially and adversely affect the substantive rights of any Owner, nor does it adversely affect title to the Lot of any Owner;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. Section 3 of Article II of the Declaration is hereby amended by adding the following at the end thereof:

“No Person, other than the Declarant by executing and recording an amendment to the Declaration, can create or eliminate Lots submitted to the Declaration. Two or more Lots can be combined for building purposes into one Lot with the written consent of the Declarant (or the Association after Buildout), but any Lots so combined shall still be considered separate and distinct Lots for all other purposes including assessment obligations due pursuant to the Declaration.”

2. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Declaration. Except as amended by this Fourth Amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment has been signed, sealed and delivered by Declarant and the Owners listed below as of the 13th day of November, 2006.

DECLARANT

JIM COWART RESIDENTIAL, LLC

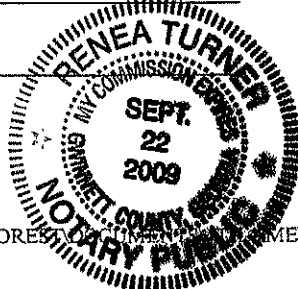
By: John F. Schiavone
John F. Schiavone, Manager

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____



BY-LAWS
OF
OAK FOREST PROPERTY OWNERS ASSOCIATION, INC.

STEVEN M. WINTER
WEINSTOCK & SCAVO, P.C.
3405 PIEDMONT ROAD, N.E.
SUITE 300
ATLANTA, GEORGIA 30305
(404) 231-3999

BY-LAWS
OF
OAK FOREST PROPERTY OWNERS ASSOCIATION, INC.

- TABLE OF CONTENTS -

| | | |
|-------------|--|---|
| ARTICLE I | NAME AND DEFINITIONS..... | 1 |
| | Section 1. Name..... | 1 |
| | Section 2. Definitions | 1 |
| ARTICLE II | ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES | 1 |
| | Section 1. Place of Meetings | 1 |
| | Section 2. Annual Meetings..... | 1 |
| | Section 3. Special Meetings..... | 1 |
| | Section 4. Notice of Meetings | 1 |
| | Section 5. Waiver of Notice..... | 2 |
| | Section 6. Adjournment of Meetings..... | 2 |
| | Section 7. Voting | 2 |
| | Section 8. Proxies..... | 2 |
| | Section 9. Quorum | 2 |
| | Section 10. Conduct of Meetings | 2 |
| | Section 11. Record Date | 3 |
| | Section 12. Action by Written Ballot | 3 |
| ARTICLE III | BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS..... | 3 |
| | A. Composition and Selection | 3 |
| | Section 1. Governing Body; Composition | 3 |
| | Section 2. Directors During Declarant Control..... | 3 |
| | Section 3. Election and Term of Office..... | 3 |
| | Section 4. Nominations of Directors | 3 |
| | Section 5. Vacancies | 4 |
| | Section 6. Removal of Directors..... | 4 |
| | B. Meetings | 4 |
| | Section 7. Organization Meeting..... | 4 |
| | Section 8. Regular Meeting | 4 |
| | Section 9. Special Meetings..... | 4 |
| | Section 10. Waiver of Notice..... | 4 |
| | Section 11. Quorum; Vote Required for Action | 4 |
| | Section 12. Compensation | 5 |
| | Section 13. Telephone and Similar Meetings..... | 5 |

| | | |
|-------------|---|---|
| Section 14. | Executive Session | 5 |
| Section 15. | Action Without a Formal Meeting | 5 |
| Section 16. | Adjournments | 5 |
| C. | Powers and Duties | 5 |
| Section 17. | Powers..... | 5 |
| Section 18. | Management Agent..... | 5 |
| ARTICLE IV | OFFICERS..... | 6 |
| Section 1. | Officers..... | 6 |
| Section 2. | Election, Term of Office, and Vacancies | 6 |
| Section 3. | Removal | 6 |
| Section 4. | Powers and Duties | 6 |
| Section 5. | Resignation | 6 |
| ARTICLE V | COMMITTEES | 6 |
| Section 1. | General | 6 |
| Section 2. | Term of Appointment..... | 7 |
| Section 3. | Vacancies | 7 |
| Section 4. | Quorum | 7 |
| Section 5. | Rules | 7 |
| ARTICLE VI | MISCELLANEOUS..... | 7 |
| Section 1. | Indemnification | 7 |
| Section 2. | Deposits..... | 7 |
| Section 3. | Conflicts..... | 7 |
| Section 4. | Books and Records | 7 |
| Section 5. | Notices | 7 |
| Section 6. | Amendment..... | 8 |
| Section 7. | Tax-Exempt Status | 8 |
| Section 8. | Construction..... | 8 |
| Section 9. | Headings | 8 |

BY-LAWS
OF
OAK FOREST PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND DEFINITIONS

Section 1. **Name.** The name of the Association shall be Oak Forest Property Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. **Definitions.** The words used in these By-Laws shall have the same meaning as set forth in said Declaration of Covenants, Conditions, and Restrictions for Oak Forest recorded or to be recorded in the land records of Dawson County, Georgia, (hereinafter the "Declaration").

ARTICLE II

ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 1. **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors in Dawson County, Georgia or as convenient thereto as is possible and practical.

Section 2. **Annual Meetings.** Annual meetings shall be set by the Board of Directors from time to time at any time, date and place agreed upon by the Board of Directors. If the day for the annual meeting is inadvertently set for a legal holiday, the meeting will be held at the same hour on the first day following such legal holiday (excluding Saturday and Sunday).

Section 3. **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the total votes of the Association. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings.** Written notice of each annual and special meeting of the Members shall be given by or at the direction of the Secretary or any person or persons authorized to call a meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than thirty (30) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of the notice. The notice shall state the time, date and place where such meeting is to be held and, in the case of a special meeting, the purpose of the special meeting.

Section 5. **Waiver of Notice.** Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to holding the meeting or transacting business at the meeting, at the beginning of the meeting. Attendance at a meeting shall also be deemed waiver of the objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

Section 6. **Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. If the new date, time, and place is announced at the original meeting before adjournment, then notice need not be given of the new date, time or place. If a quorum is present, any business which might have been transacted at the meeting originally called may be transacted at the adjourned meeting.

Section 7. **Voting.** The voting rights of the Members shall be as set forth in the Declaration and Articles of Incorporation, which voting rights are specifically incorporated herein. Unless otherwise required by the Declaration, the affirmative vote of a Majority of the votes cast at a meeting at which a quorum is present shall be the act of the Membership.

Section 8. **Proxies.** At all meetings of Members, each member may vote in Person or by proxy, as further may be limited by the terms of the Declaration. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable. Each proxy shall automatically cease upon a member's criteria for Membership ceasing to exist or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 9. **Quorum.** Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of more than one-third (1/3) of the total votes existing in the Association shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the quorum required at the first meeting. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-fifth (1/5) of the quorum required at the original meeting. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 10. **Conduct of Meetings.** The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat.

Section 11. **Record Date.** The Association may establish such record dates for Membership as may be authorized by the Georgia Nonprofit Corporation Act or applicable Georgia law.

Section 12. **Action by Written Ballot.** Any action to be taken at any annual, regular or special meeting of Members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of any action shall be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirement; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of Members filed in the permanent records of the Association.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

Section 1. **Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors shall be Members or spouses of Members; provided, however, that no person and his or her spouse may serve on the Board at the same time.

Section 2. **Directors During Declarant Control.** The initial Directors shall be selected by the Declarant, acting in its sole discretion, and shall serve at the pleasure of the Declarant so long as the Class "B" Membership exists as set forth in the Declaration. The Directors selected by the Declarant need not be Members of the Association nor residents in the Community.

Section 3. **Election and Term of Office.** Not later than ninety (90) days after the Class "B" Membership terminates, as provided in the Declaration, the Association shall call a special meeting of the Members at which the Owners shall elect five (5) directors. The term of three (3) directors shall be fixed at two (2) years and the term of two (2) directors shall be fixed at one (1) year. After the expiration of the initial term of office of each director, all directors shall be elected to serve for terms of two (2) years. Members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 4. **Nominations of Directors.** Nominations for election to the Board of Directors shall be made by any Member prior to and at the meeting at which directors shall be elected. A nominating committee may be appointed by the Board of Directors which shall seek out

nominations of candidates for election to the Board of Directors.

Section 5. **Vacancies.** After the termination of the Class "B" Membership, any vacancy in the Board of Directors arising from the resignation of a director may be filled for the unexpired term by a majority of the remaining directors then in office.

Section 6. **Removal of Directors.** Upon the termination of the Class "B" Membership, at any regular or special meeting of the Association duly called, any one or more of the Members of the Board of Directors may be removed, with or without cause, by a majority of the Members authorized to vote for directors and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

B. Meetings.

Section 7. **Organization Meeting.** The first meeting of the Members of the Board of Directors following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 8. **Regular Meeting.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the time and place of each regular meeting shall be given by the secretary either personally or by telephone or by mail not less than seven (7) days or no more than thirty (30) days before such regular meeting.

Section 9. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President on his own motion or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting shall be given by the secretary personally or by telephone or by mail at least twenty-four (24) hours before such meeting.

Section 10. **Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice. The waiver of notice need not specify the purpose of the meeting. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 11. **Quorum; Vote Required for Action.** At all meetings of the Board of Directors, the presence of a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, so long as any

action taken is approved by at least a majority of all of the directors.

Section 12. **Compensation.** No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

Section 13. **Telephone and Similar Meetings.** Directors may participate in and hold a meeting by means of telephone or similar communication whereby all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute the presence in person at the meeting except where a director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that a meeting is not lawfully called or convened.

Section 14. **Executive Session.** The Board may with approval of a majority of a quorum of the Board Members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a sensitive nature.

Section 15. **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if such action is evidenced by written consents, setting forth the action so taken, signed by at least a majority of the Directors; provided that such action is taken in accordance with the Georgia Non-Profit Corporation Code.

Section 16. **Adjournments.** A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present, to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

C. Powers and Duties.

Section 17. **Powers.** The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members.

Section 18. **Management Agent.**

(a) The Board of Directors may employ for the Association a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of three (3) years. Any management contract must permit termination by either party, without cause and without termination fee, on ninety (90) days' or less written notice.

ARTICLE IV

OFFICERS

Section 1. **Officers.** The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may elect such other officers' including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person. The President, Secretary, Vice President and Treasurer shall be elected from among the Members of the Board of Directors.

Section 2. **Election, Term of Office, and Vacancies.** The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. **Removal.** Any officer may be removed by a majority vote of the Board of Directors, a quorum being present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget, as provided for in the Declaration, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V

COMMITTEES

Section 1. **General.** Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed and shall operate

in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. **Term of Appointment.** Each member of a committee shall continue to serve until the next annual meeting of the Board of Directors and until his successor is appointed, unless the committee shall be sooner terminated or unless the member shall be removed from such committee or shall resign. Each member of a committee may be removed with or without cause by the Board of Directors at any time.

Section 3. **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as the original appointments.

Section 4. **Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, the presence of a majority of the committee members shall constitute a quorum. The act of a majority of the members of a committee shall be the act of the committee.

Section 5. **Rules.** Each committee may adopt rules for its own operation so long as such rules are approved by the Board of Directors and are not inconsistent with the Declaration, the By-Laws or the rules adopted by the Board of Directors.

ARTICLE VI

MISCELLANEOUS

Section 1. **Indemnification.** Indemnification of officers, directors, agents, employees and committee Members of the Association shall be as set forth in Declaration.

Section 2. **Deposits.** All funds of the Association shall be deposited from time to time in bank accounts or other depositories of the Association as the Board of Directors may select.

Section 3. **Conflicts.** If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. **Books and Records.** The Association shall keep correct and complete books and records of the Association and its accounts and shall keep minutes of all proceedings of the Board of Directors and committees having any authority of the Board of Directors. The books and records of the Association shall be available for inspection by Members in accordance with the Declaration.

Section 5. **Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, first class postage prepaid, addressed to a Member at his Lot or such other address designated in writing by such Member. Notice to the Association shall be sent to the President of the Association at his address, with a copy to the managing agent of the Association in the same manner as notice shall be sent to

Members.

Section 6. **Amendment.** These By-Laws may be amended only by the affirmative vote or written consent of a majority of the Members of the Board of Directors of the Association.

Section 7. **Tax-Exempt Status.** The affairs of the Association at all times shall be conducted in such a manner as assure the Association's status as an organization qualified for exemption from taxation pursuant to Section 528 of the Internal Revenue Code remains unaffected.

Section 8. **Construction.** Whenever the context so requires, the masculine gender shall include the feminine and neuter gender, and singular shall include the plural, and vice versa. If any provision of these By-Laws shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of these By-Laws.

Section 9. **Headings.** The Article and Section headings herein contained are for convenience of reference only and shall not be deemed to impart substantive meaning to any provision of these By-Laws.

IN WITNESS WHEREOF, these By-Laws have been adopted by resolution of the Board of Directors of the Association, hereby revoking all By-Laws previously adopted. These By-Laws shall be effective as of the 30th day of August, 2002.

DECLARANT:

JIM COWART RESIDENTIAL, LLC

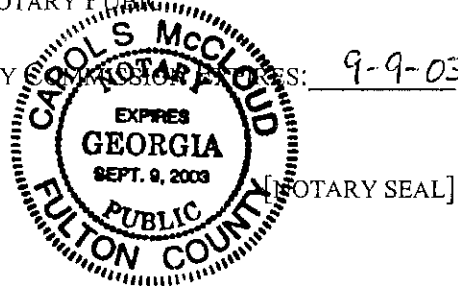
BY: John F. Schiavone
JOHN F. SCHIAVONE, MANAGER

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
WITNESS

Carol S. McCloud
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-9-03



AT 2:10P M. 9-11-06
Recorded in Deed Book 763 Page 458-459
This 15 day of Sept. 2006

Duchy McLeod
Cross-Reference: Deed Book 454
Page 37

PLEASE RETURN TO:
Steven M. Winter, Esq.
WEINSTOCK & SCAVO, P.C.
3405 Piedmont Road, N.E.
Suite 300
Atlanta, Georgia 30305

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR OAK FOREST**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK FOREST (hereinafter "Second Amendment") is made and entered into as of the date of execution below by Jim Cowart Residential, LLC (hereinafter the "Declarant"), together with the consent of the Owners of the Lots listed below.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Oak Forest were recorded on or about July 26, 2002 in Deed Book 454, Page 37 of the Dawson County, Georgia records;

WHEREAS, said Declaration was subsequently amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Forest, recorded on July 17, 2003 in Deed Book 488, Page 439-441 et. seq., Dawson County, Georgia records (said Declaration, as so amended, being hereinafter referred to as the "Declaration");

WHEREAS, pursuant to Section 4 of Article XII of the Declaration, until Buildout, Declarant may unilaterally amend the Declaration for any purpose so long as such amendment does not materially and adversely affect the substantive rights of any Owner thereunder, nor shall it adversely affect title to the Lot of any Owner without the consent of the affected Owner; and

WHEREAS, Buildout has not yet occurred and this Second Amendment does not materially and adversely affect the substantive rights of any Owner, nor does it adversely affect title to the Lot of any Owner;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. Section 1 of Article II of the Declaration is hereby amended by adding the following

to the end thereto:

“In addition, the initial construction of any Residential Unit upon any Lot must be performed by a Builder approved by the Declarant.”

2. Section 8 of Article III of the Declaration is hereby amended by adding the following to the end thereto:

“The initial sale of any Residential Unit must be made by or through Declarant in accordance with its real estate sales program then in place or by a real estate brokerage company approved by the Declarant; provided, however, such real estate brokerage company shall not be approved if it charges more than the standard real estate sales commission charged by Declarant or standard real estate sales commission charged in the industry as reasonably determined by Declarant.”

3. Section 4(a) of Article IX of the Declaration is hereby amended by adding the following to the end thereto:

“The DRB shall not approve any plans or specifications for any Residential Unit upon any Lot unless submitted by a Builder approved by the Declarant.”

4. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Declaration. Except as amended by this Second Amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been signed, sealed and delivered by Declarant and the Owners listed below as of the 8th day of September, 2006.

[SIGNATURES BEGIN BELOW]

DECLARANT

JIM COWART RESIDENTIAL, LLC

By: John F. Schiavone
John F. Schiavone, Manager

Signed, sealed and delivered in the presence of:

Renee L. L...
Witness

Suzan Shultz
Notary Public
My Commission Expires

