

NOTE □ THIS IS A DRAFT OF THE AMENDMENT AND IS NOT EFFECTIVE UNTIL APPROVED IN AN APPROPRIATE VOTE OR CONSENT OF THE MEMBERSHIP AND FILED IN THE COUNTY LAND RECORDS.

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Pankey & Horlock LLC
1441 Dunwoody Village Parkway, Suite 200
Atlanta, Georgia 30338
Attention: Laura C. Horlock

STATE OF GEORGIA
COUNTY OF FULTON

Reference: Deed Book: 44241, Page 255
Deed Book 8901, Page 265

**AMENDEDMENT TO THE BY-LAWS OF
DUNWOODY PLANTATION HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, a Declaration of Covenants & Restrictions for Dunwoody Plantation was recorded on March 27, 1984, in Deed Book 8901, Page 265, *et seq.*, Fulton County, Georgia land records (hereinafter referred to as the "Original Declaration") as may be amended; and

WHEREAS, the membership adopted an Amendment to the Declaration of Covenants and Restrictions for Dunwoody Plantation, which adopted the Georgia Property Owners' Association Act ("Act") on November 15, 2007, in Deed Book 45979, Page 577, *et seq.*, Fulton County, Georgia land records (hereinafter referred to as the "POA Amendment"); and

WHEREAS, the membership adopted the Amended and Restated Declaration of Covenants for Dunwoody Plantation that is being filed concurrent with this Amendment; and

WHEREAS, the By-Laws of Dunwoody Plantation Homeowners Association, Inc. were recorded on January 9, 2007 in Deed Book 44241, Page 255, *et seq.*, Fulton County, Georgia land records (hereinafter referred to as the "By-Laws"); and

WHEREAS, Article VII, Section 3 of the By-Laws provides that the By-Laws may be amended by the affirmative vote, written consent, or any combination thereof, of and two-thirds (2/3) of the total Association vote; and

WHEREAS, members of the Association to which at least two-thirds (2/3) of the total votes in the Association pertain desire to amend the By-Laws and have approved this amendment through written, signed consents; and,

WHEREAS, the approval of the amendment to the By-Laws was conditional upon the approval of Amended and Restated Declaration of Covenants for Dunwoody Plantation that is being filed concurrent with this Amendment.

NOW, THEREFORE, the By-Laws are amended as follows:

1.

Article VI of the By-Laws is stricken in its entirety and replaced with the following:

ARTICLE VI

Rule Making and Enforcement

Rule making and enforcement are governed by the provisions in the Declaration and other provisions as set forth in these By-Laws.

IN WITNESS WHEREOF, the undersigned Officers of Dunwoody Plantation Homeowners Association, Inc., hereby certify that the above amendment was duly adopted pursuant by the required majority of the Association and its membership, with any required notices duly given.

This _____ day of _____, 20_____.

DUNWOODY PLANTATION HOMEOWNERS ASSOCIATION, INC.

Sworn to and subscribed to before me this _____ day of _____, 20_____.

By: _____(Seal)
President

Attest: _____(Seal)
Secretary

Witness

[CORPORATE SEAL]

Notary Public

[Notary Seal]

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*STATE OF GEORGIA
COUNTY OF FULTON*

*Reference: Deed Book: 8901, Page 265
Deed Book 8963, Page 396
Deed Book 9047, Page 190
Deed Book 9115, Page 352
Deed Book 9205, Page 54
Deed Book 9205, Page 71
Deed Book 9362, Page 250
Deed Book 9397, Page 446
Deed Book 12978, Page 226
Deed Book 45979, Page 577
Deed Book 44241, Page 255*

**AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR DUNWOODY PLANTATION**

This community is submitted to the Georgia Property Owners' Association Act, O.C.G.A. §§ 44-3-220 *et seq.* Closing attorneys should contact the Association for a statement of account for assessments and other charges due on Units and any uncured architectural violations or unauthorized improvements on Units, pursuant to the provisions hereof.

Prepared by:

Laura C. Horlock
Pankey & Horlock LLC
1441 Dunwoody Village Parkway, Suite 200
Atlanta, Georgia 30338

WHEREAS, a Declaration of Covenants & Restrictions for Dunwoody Plantation was recorded on March 27, 1984, in Deed Book 8901, Page 265, *et seq.*, Fulton County, Georgia land records (hereinafter referred to as the "Original Declaration");

WHEREAS, subsequent amendments to the Original Declaration were recorded in Fulton County, Georgia land records as follows:

<u>Amendment No.</u>	<u>Date</u>	<u>Book</u>	<u>Page</u>
First Amendment	May 9, 1984	Deed Book 8963	Page 396
Second Amendment	June 28, 1984	Deed Book 9047	Page 190
Third Amendment	August 10, 1984	Deed Book 9115	Page 352
Fourth Amendment	October 10, 1984	Deed Book 9205	Page 54
Fifth Amendment	October 10, 1984	Deed Book 9205	Page 71
Sixth Amendment	January 29, 1985	Deed Book 9362	Page 250
Seventh Amendment	February 26, 1985	Deed Book 9397	Page 446
Eighth Amendment	November 22, 1989	Deed Book 12978	Page 226

WHEREAS, the membership adopted an Amendment to the Declaration of Covenants and Restrictions for Dunwoody Plantation, which adopted the Georgia Property Owners' Association Act ("Act") on November 15, 2007, in Deed Book 45979, Page 577, *et seq.*, Fulton County, Georgia land records (hereinafter referred to as the "POA Amendment"); and

WHEREAS, Article XI, Section 1 of the POA Amendment provides that the Declaration may be amended by the written consent or affirmative vote, of a combination thereof, of sixty-six and two-thirds percent (66 2/3%) of the total eligible Association vote; and

WHEREAS, members of the Association desire to amend the Original Declaration and the POA Amendment pursuant to the voting requirements of the Act; and

WHEREAS, the By-Laws of the Dunwoody Plantation Homeowners Association, Inc. ("By-Laws") were recorded on January 9, 2007 in Deed Book 44241, Page 255, *et seq.*, Fulton County, Georgia land records; and

WHEREAS, members of the Association to which at least two-thirds (2/3) of the total votes in the Association pertain desire to amend the By-Laws and have approved an amendment to the By-Laws through written, signed consents, with such Amendment being filed concurrently herewith; and,

WHEREAS, the approval of the amendment to the By-Laws was conditional upon the approval of Amended and Restated Declaration of Covenants for Dunwoody Plantation that is being filed concurrent with this Amendment.

WHEREAS, these amendments do not alter, modify, change or rescind any right, title, interest or privilege held by any first mortgage holder on any Unit; provided, however, if a court of competent jurisdiction determines that these amendments do so without such first mortgage holder's consent, then these amendments shall not be binding on the first mortgage holder so

involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Original Declaration and POA Amendment prior to these amendments shall control with respect to the affected first mortgage holder;

NOW, THEREFORE, the Original Declaration, as amended, and all exhibits thereto, are hereby stricken in their entirety and this Declaration is simultaneously substituted therefore.

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR DUNWOODY PLANTATION**

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Exhibit “A”: Legal Description of Dunwoody Plantation

Exhibit “B”: Legal Description of Common Area

1. NAME

The name of the Community is Dunwoody Plantation, which is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as may be amended.

2. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall be defined as set forth in this Paragraph 2. Otherwise, the terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code.

A. Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* as may be amended.

B. Architectural Control Committee or ACC mean the committee established to exercise the architectural review powers set forth herein, which shall be the Board of Directors of the Association unless the Board appoints a separate Architectural Control Committee.

C. Articles of Incorporation or Article means the Articles of Incorporation of Dunwoody Plantation Homeowners Association, Inc., filed with the Secretary of State of the State of Georgia.

D. Association means Dunwoody Plantation Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

E. Association Legal Documents means this Declaration and all exhibits hereto, the By-Laws, the Articles of Incorporation, the plats, and all rules and regulations and architectural guidelines for the Association, all as may be supplemented or amended.

F. Board or Board of Directors means the body responsible for management and operation of the Association.

G. By-Laws means the By-Laws of Dunwoody Plantation Homeowners Association, Inc., recorded on January 9, 2007, in Deed Book 44241, Page 255, *et seq.*, Fulton County, Georgia land records and incorporated herein by this reference, and any amendment thereto.

H. Common Areas means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area shall include, but not be limited to, that property described on Exhibit "B" to the Original Declaration and attached hereto, as amended and supplemented by the Previous Amendments.

I. **Common Expenses** means the expenses incurred or anticipated to be incurred for the general benefit of all Units, including, but not limited to, those expenses incurred for maintaining, repairing, replacing and operating the Common Areas.

J. **Community** means that real estate which is submitted to the Act and the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference. The Community is a residential property owners' development which is submitted to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*, as may be amended.

K. **Community-Wide Standard** means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

L. **Declaration** means this Declaration of Protective Covenants and Easements for Dunwoody Plantation.

M. **Director** means a member of the Association's Board of Directors.

N. **Domestic Partner** means any adult who cohabitates with an Owner, and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

O. **Effective Date** means the date that this Declaration is recorded in the Fulton County, Georgia land records.

P. **Eligible Mortgage Holder** means a holder of a first Mortgage secured by a Unit who has submitted a request in writing to the Association to be deemed an Eligible Mortgage Holder. Such notice must include the mortgage holder's name and address and the Unit number or address of the property in the Community secured by such mortgage.

Q. **Mortgage** means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

R. **Mortgagee** or **Mortgage Holder** means the holder of any Mortgage.

S. **Occupant** means any person staying overnight in a dwelling for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

T. **Officer** means an individual who is elected by the Board of Directors to serve as President, Vice President, Secretary, or Treasurer or to hold such other office as may be established by the Board of Directors.

U. **Owner** means the record title holder of a Unit, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Unit shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Unit.

V. **Person** means any individual, corporation, Limited Liability Company, firm, association, partnership, trust, or other legal entity.

W. **Plat or Plats** means those plats of the survey relating to the Community filed in the Fulton County, Georgia land records including, but not limited to, Plat Book 138, Page 100; Plat Book 139, Page 9; Plat Book 139, Page 83; Plat Book 139, Page 85; Book 139, Page 86; and Plat Book 140, Page 20. All of the Plats of survey are incorporated herein by this reference.

X. **Property** means that real property which is submitted to the Act and the provisions of this Declaration, as described in Exhibit "A" which is attached hereto and incorporated herein by reference, together with such additional property as is hereafter made subject to this Declaration in accordance with the terms hereof.

Y. **Unit** means any portion of a building situated in the Community designated and intended for use and occupancy as a residence by a single person or family and shall include any real property deeded therewith. There are 119 Units within the Community as shown on the Plats for the Community recorded in the Fulton County, Georgia land records.

Z. **Violator** means any Owner who violates the Association Legal Documents and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Owner of the relevant Unit also shall be considered a Violator.

3. SUBMITTED PROPERTY AND ADDITIONAL PROPERTY

A. **Submitted Property**

The real property in the Community subject to this Declaration and the Georgia Property Owners Association Act is located in Fulton County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, and incorporated herein by this reference and as may be shown on the Plats.

B. **Additional Property**

Any property shown on any Plat, which property has not been submitted to the Declaration, may be submitted to the Declaration by recording a consent form executed by the owner of such property and by the Board of Directors. Other property not shown on any Plat may be submitted to this Declaration with the approval of Owners holding at least a majority of the eligible vote of the total Association membership and by recording a consent form executed by the owner of such property and by the Board of Directors.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership

The Association shall have one class of membership. Each Unit Owner shall be a member of the Association. This does not include persons who hold an interest merely as security for the performance of an obligation. The giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Unit owned in the Community. An Owner's spouse or Domestic Partner may exercise all membership rights and privileges of the Owner

B. Voting

The Owner(s) of the Unit shall be entitled to one equally weighed vote for such Unit, which vote may be exercised and suspended as provided in this Declaration and the By-Laws. Voting may be performed at a meeting, outside of a meeting by ballot or written consent, or outside of a meeting via electronic means at the discretion of the Association's Board of Directors.

C. Entity Members.

In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer or director of such corporation, manager or member of such limited liability company, partner of such partnership, trustee of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner of the Unit. The membership rights of an Owner which is a corporation, limited liability company, partnership, trust or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

5. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

A. General Allocations

Except as provided below, or elsewhere in the Act or the Association Legal Documents, the amount of all Common Expenses shall be assessed against all the Units equally.

B. Specific Assessments

Notwithstanding the above, the Board of Directors shall have the power to levy specific assessments pursuant to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so 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 do so in the future.

(1) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any Common Expenses benefiting less than all of the Units or significantly disproportionately benefiting all Units may be specially

assessed equitably among all of the Units which are benefited according to the benefit received.

(2) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the licensees or invitees of any such Unit or Units may be specially assessed against such Unit or Units, including but not limited to reasonable attorney's fees actually incurred by the Association in enforcing the Declaration, Bylaws or Association rules.

6. ASSOCIATION RIGHTS AND RESTRICTIONS

The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of all other rights it may have:

A. to make and to enforce reasonable rules and regulations governing the use of the Property, including the Units and the Common Area;

B. to enforce use restrictions, other Declaration and By-Laws provisions, and rules and regulations by imposing reasonable monetary fines, exercising self-help powers, suspending use and voting privileges, and suspending services paid for as a Common Expense, as provided herein and in Section 44-3-223 of the Act. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

C. to grant permits, licenses, utility easements, and other easements, permits or licenses necessary for the proper maintenance or operation of the Property under, through or over the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Property;

D. to control, manage, operate, maintain, replace and, in the Board's discretion, alter or improve all portions of the Property for which the Association is assigned maintenance responsibility under this Declaration;

E. to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

F. to represent the Owners in dealing with governmental entities on matters related to the Common Property;

G. to dedicate or transfer all or any portion of the Common Area subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Owners;

H. to permanently or temporarily close access to any portion of the Common Area with, except in emergency situations, thirty (30) days prior notice to all Owners. No such permanent closure shall be effective unless such closure has been approved by at least a Majority of the Owners

I. to enter into Units for maintenance, emergency, security, or safety purposes, or otherwise to discharge or exercise its powers or responsibilities hereunder, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Lot. For purposes hereof, any water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention shall be considered emergencies justifying immediate entry into a dwelling. No Person exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights, and failure to exercise any such rights or to exercise such rights in a timely manner shall not create liability to any such Person, it being agreed that no such duty exists; and

J. to acquire, lease, hold, and dispose of tangible and intangible personal property and real property.

7. ASSESSMENTS

A. Purpose of Assessment

The Association shall have the power to levy assessments as provided herein and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Community.

B. Creation of the Lien and Personal Obligation for Assessments

Each Owner of any Unit, 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 all assessments and other charges levied pursuant to this Declaration and the By-Laws.

All assessments and charges levied against a Unit and its Owner, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and rents (if the Board of Directors so elects), in the maximum amounts permitted under the Act, shall be: (1) a charge and a continuing lien against such Unit; and (2) the personal obligation of the Person who is the Owner of the Unit on the due date of the assessment. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance of the Unit. The Association, in the Board's discretion, may record a notice of such lien in the Fulton County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

C. Delinquent Assessments

All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 10 days of the due date, or such later date as may be provided by the Board of Directors:

(1) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;

(2) interest at the rate of 10% per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date;

(3) the Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing;

(4) any and all costs of collection, including court costs, the expenses required for the protections and preservation of the Unit, and reasonable attorneys' fees actually incurred shall be imposed without further notice; and

(5) the Association may bring legal action to collect all sums owed under the Declaration and Georgia law.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Areas are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny pedestrian, medial, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from a Unit.

If any assessment, fine, or other charge is delinquent for sixty (60) days or more, in addition to all other rights provided herein and in the act, the Association shall have the right upon thirty (30) days written notice, and in compliance Act, to suspend any utility services paid for as an Association common expenses, including but not limited to, water service and cable television, to that Unit until such time as the delinquent assessments and all costs incurred by the Association pursuant to this Article, including reasonable attorneys' fees, are paid in full. Any costs incurred by the Association in discontinuing or reconnecting any utility or other service, including

reasonable attorneys' fees actually incurred, shall be an assessment against the Unit and the personal obligation of the Owner.

If partial payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

D. Computation of Operating Budget and Assessment

To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Community, which may include a reserve contribution as provided below. The Board shall provide the budget to the Owners at least 21 days before the due date of such assessment, or the first installment thereof. The budget and the assessment shall become effective unless, before the due date of such assessment, a majority of the total Association membership votes to disapprove them at a duly called membership meeting. This vote can occur either by a motion made at the annual meeting or at a special meeting called by petition. Unless the members make a motion to "disapprove the budget" there shall be no obligation to call for an affirmative vote to adopt the budget.

If the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine a new budget, the budget then in effect shall continue until a new budget is adopted as provided herein. The Board may adopt an adjusted budget at any time during the year following the procedure specified above.

The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of Common Expenses on which the Board establishes the annual assessment.

E. Special Assessments

In addition to all other assessments and charges provided for herein, the Board of Directors may levy a special assessment against all Owners for any purpose. Special assessments totaling more than one-sixth of the annual assessment for that fiscal year must first be approved by at least a majority of those eligible Owners either voting by written consent or ballot pursuant to the By-Laws, or at least a majority of those eligible Owners present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

F. Capital Budget and Contribution

The Board of Directors may prepare an annual or multi-year capital reserve budget and may establish a capital reserve fund contribution based on such budget. Capital reserve budgets should take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

G. Capital Contribution Assessment upon Transfer of Units

In addition to all other assessments and charges provided for herein, upon any conveyance or transfer of a Unit, other than to the spouse or heir of the Owner, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment (“Capital Contribution Assessment”).

For the fiscal year of the Effective Date, the Capital Contribution Assessment shall be \$250.00. The Board of Directors may increase the Capital Contribution Assessment each year not more than 10% above the prior year’s Capital Contribution Assessment amount.

The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution Assessment shall constitute a specific special assessment against such Unit, a continuing lien against such Unit, and a personal obligation of the Owner of such Unit.

H. Foreclosure Administration Fee

It is recognized that foreclosures of mortgages on Units create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Fulton County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Unit. Pursuant to this Declaration and Section 44-3-225(a) of the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners’ Units. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Unit at a foreclose sale of the mortgage on such Unit, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of \$750.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Fulton County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

I. Statement of Account

Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys’ fees or other charges against such Unit. The Association shall respond in writing within five business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein, if such statement is reasonably relied upon in connection with the issuance of any Mortgage on such Unit.

J. Surplus Funds and Common Profits

Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners; or (3) added to the Association's capital reserve account.

8. MAINTENANCE RESPONSIBILITY

A. Owner's Responsibility

Each Owner shall maintain and keep his or her Unit and dwelling in good repair, condition and order. This maintenance obligation shall include, but not be limited to, roofs, gutters, downspouts, exterior building surfaces, foundations and foundation walls, windows, doors, stoops, decks, patios, porches, fences enclosing rear yards, and all landscaping and foliage located within an enclosed backyard, and walls and other improvements on the Owner's Unit. Each Owner shall also maintain and keep in good repair any pipe, chute, flue, duct, conduit, wire or any other apparatus that lies partially inside and partially outside of the designated boundaries of a Unit and only serves that one Unit. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Unit Owners.

Any addition or modification to landscaping on the Property, with the exception of landscaping inside fences enclosing rear yards, is prohibited unless written approval from the Board of Directors is obtained. All landscape additions installed by owner inside fenced rear yards shall be at owner's own risk, as Association shall maintain all landscaping except such that is located within an enclosed rear yard. Each Owner shall also be responsible for the maintenance, repair and replacement of any chutes, flues, ducts, conduits, wires, pipes, or other apparatus which lies partially inside and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed the responsibility of the Unit Owner. The Association reserves the right to maintain these items and assess all costs back to the Unit Owner in the event that the Board of Directors deems it to be in the best interest of the Community, after providing written notice to the Unit Owner.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Areas by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Areas) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

B. Association's Responsibility

The Association shall maintain, keep in good repair, replace and, in the Board of Directors'

discretion, improve or alter the Common Areas. This maintenance obligation shall include amenities, paved access and parking areas, sidewalks, walkways to Units, roadways, greenbelts, trees, shrubs, grass, landscaping and foliage located behind the Units in areas not enclosed by a fence, walks, drives and other improvements located on the Common Areas. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Areas, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Community and other property not owned by the Association, if the Board of Directors in its sole discretion it determines that such maintenance would benefit the Community. At any point thereafter, the Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefore. The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

If, during the course of performing its maintenance responsibilities hereunder, the Board discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

If the Board of Directors determines that the need for maintenance or repair on the Common Areas is caused through the willful or negligent act of any Owner or Occupant or his or her family, guests, tenants, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a specific special assessment against the Owner's or Occupant's Unit and the Owner thereof.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Areas or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, unless such injury or damage results directly and solely from the negligence or gross negligence of the Association. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

C. Failure to Maintain

If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall give the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists or a violation is recurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a violation is re-occurring for which notice has been previously issued hereunder or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be a specific special assessment against the Owner and the Unit.

D. Maintenance Standards and Interpretation

The Board of Directors may establish, interpret and enforce maintenance standards for the Community. These standards may vary over time, however, the variances shall not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

9. ARCHITECTURAL CONTROLS

A. Architectural Control Committee

The Architectural Control Committee ("ACC") shall constitute a standing committee of the Association. The ACC shall consist of the Board of Directors unless the Board of Directors delegates to other Persons the authority to serve on the ACC.

B. Limitation on Exterior Modifications

Except as otherwise provided herein, no Owner, Occupant, or any other person may, without written approval of the Board or ACC:

(1) construct any dwelling or other improvement on a Unit including, but not limited to constructing a screened in porch or sunroom on the rear of the Unit;

(2) make any change or alteration that affects the exterior appearance of the Unit; or

(3) erect, place or post any object or thing on the Unit that affects the exterior appearance of the Unit.

Additionally, no modification shall encroach onto the Common Areas unless expressly approved in writing by the Board.

C. Standards and Interpretation

The Board of Directors may establish, amend and publish written Community-Wide Standards for modifications that affect the exterior appearance of Units. These standards may vary for different parts of the Community, based on street visibility and location of the proposed modification or Unit. Any standards established by the Board hereunder may be amended or vetoed by a majority of the total Association vote. No Board decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

D. Application Process and Review

The Board of Directors may establish procedures, forms, conditions and requirements for the submission of applications for modifications to the exterior appearance of a Unit. Such applications shall be in writing and, unless otherwise provided by the Board, submitted to the ACC. If the application requests any variance from provisions of this Declaration or published Community-Wide Standards related to the exterior appearance of the Unit, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such a variance unless that variance is expressly identified in the application and specifically approved in writing by the Board or ACC.

Except as may otherwise be determined by the Board, the ACC or its designated representative, shall be the sole arbiter of such application. The standard for approval of such modifications shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Community-Wide Standards, this Declaration, or the design standards which may be established by the Board; (4) harmony with the external design of the existing dwellings, Units and structures, and the location in relation to surrounding structures and topography; and (5) any other matter deemed to be relevant or appropriate by the Board or ACC. The Board or ACC shall approve any request that it determines, in its reasonable discretion, to be in substantial compliance with such standard for approval.

E. Ruling on Application

If the Board or ACC fails to approve or to disapprove such application within 45 days after the application and all required information have been submitted, the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any modification that is otherwise in violation of the Association Legal Documents,

or of any applicable zoning or other laws. Except as provided in this subparagraph, no approval of a modification shall be valid unless issued in writing. Owners may not rely on any verbal approval or statements from any person as the approval required for a modification.

F. Appeal

If the ACC does not consist of the Board of Directors, and the ACC disapproves any application or part thereof, an Owner may, in writing, appeal the ACC's decision to the Board. The notice of appeal must be sent to the Board by certified mail and received by the Board within 14 days from the date of the ACC's disapproval notice, or the decision of the ACC shall become final and all rights of appeal shall terminate. Within 45 days of receipt of a timely appeal, the Board shall approve, disapprove, or conditionally approve the Owner's application, and such ruling shall be final and binding on the Owner.

G. Commencement and Completion of Construction

All modifications approved hereunder must be commenced within six months from the date of approval, or such approval shall be deemed revoked, unless the Board or ACC gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within thirty (30) days from the date of commencement, unless otherwise agreed in writing by the Board or ACC.

H. Professional Consultants and Fees

The Board of Directors shall be authorized to charge, as a specific special assessment, against any Owner and Unit: (1) a reasonable administrative fee for review of modifications on, or submitted plans for, such Unit; and (2) reasonable fees for any architect, engineer or other professional consultant engaged by the Board to assist with review of modifications on, or submitted plans for, such Unit. Any professional consultants fees shall constitute specific assessments as described in this Declaration.

I. Limitation of Liability

The Association, Board of Directors, ACC, and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Unit; or (2) any modification's compliance with building codes, zoning regulations or other governmental requirements.

J. No Waive of Future Approvals

Each Owner acknowledges that the members of the Board and the ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the ACC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or

matters whatever subsequently or additionally submitted for approval or consent.

K. Enforcement

Any construction, alteration or other work done in violation of this Paragraph, the Declaration, the By-Laws, the design standards or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at his or her own cost and expense, remove such nonconforming construction, alteration or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to all other available remedies, to enter the property, remove the violation and restore the property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Lot.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions or those of the ACC. All costs of any such action, including reasonable attorney's fees actually incurred, may be assessed against such Unit are the personal obligation of the Owner to pay.

If any Owner or Occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Area in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction remains on the Common Area without reimbursement to the Owner or Occupant for any expense he or she may have incurred in making the change, alteration or construction. Furthermore, the Board shall have the authority to record in the Fulton County land records notices of violation of the provisions of this Paragraph.

10. USE RESTRICTIONS

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Association Legal Documents. In addition to the following use restrictions, the Board of Directors may establish rules and regulations in accordance with the terms hereof and as specified in the By-Laws.

A. Residential Use

Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any portion of the Community, except that the Owner or Occupant residing in a dwelling on a Unit may conduct ancillary business activities within the dwelling so long as:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;

(2) the business activity does not involve visitation or deliveries to the Unit by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Unit without business activity;

(3) the business activity does not involve use of the Common Areas, except for necessary access to and from the Unit by permitted business invitees

(4) the business activity is legal and conforms to all zoning requirements for the community;

(5) the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and

(6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or Occupants, as determined in Board of Director's discretion; and,

(7) The business activity does not involve use of the Unit in a manner consistent with a hotel, motel, vacation rental, bed and breakfast, or other type transient leasing.

The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by it, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact an Owner's or Occupant's business activity. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Unit. Owners and Occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Units. The Association is not obligated to obtain any insurance coverage for any Owner's or Occupant's business activity.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services (other than hotel, motel, vacation rental, bed and breakfast or other type of transient leasing) to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

B. Number of Occupants

No more than two Occupants per bedroom are permitted in the dwelling, as such bedrooms are depicted on the plans for such dwelling approved by the applicable governmental agency. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date hereof. Upon written application, the Board of Directors shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988.

If an Owner of a Unit is a corporation, limited liability company, partnership, trust or other

legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Unit. No occupancy of the Unit shall be permitted unless the Occupant is an officer, director, or shareholder of an Owner that is a corporation; a member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee of an Owner that is a trust. The designated person(s) to occupy the Unit may not be changed more frequently than once every twelve (12) months.

C. Subdivision of Units

No Unit may be subdivided into a smaller Unit without the prior written approval of the Board of Directors.

D. Use of Common Areas

There shall be no obstruction of the Common Areas, nor shall anything be kept, parked or stored on or removed from any part of the Common Areas without the express written consent of the Board of Directors. The Association may remove and either discard or store any unauthorized personal property left or kept on the Common Areas and the Association shall have no obligation to return, replace or reimburse the owner for such property. The Association is not liable to any Person for any loss of, theft of, or damage to any personal property. All costs incurred by the Association in removing, discarding and/or storing the property shall be a Specific Special Assessment in accordance with Paragraph 5B herein.

The Board may allow an Owner or Occupant to temporarily reserve portions of the Common Areas, subject to any restrictions imposed by the Board. Such Owner or Occupant, on behalf of himself or herself and his or her guests and family, assumes all risks associated with such use of the Common Areas and all liability for any damage or injury to any person or property as a result of such use. The Association shall not be liable for any damage or injury resulting from such use.

E. Prohibition of Damage, Illegal Conduct, and Nuisance

Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Property, or any part thereof, which would increase the rate of insurance on the Property or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The Units in the community are built in close proximity to one another, resulting in the sharing of common walls. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that regularly interferes with or regularly causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or Occupant.

Furthermore, noxious, destructive or offensive activity shall not be carried on within any portion of the Property. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Property at any time, in any way or for any purpose that may endanger the

health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the sole discretion of the Board of Directors, a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Property.

Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.

F. Firearms

The display or discharge of firearms on the Common Areas is prohibited, except: (1) by law enforcement officers; and (2) to transport lawful firearms across the Common Areas to or from a Unit. The term "firearms" includes, but is not limited to, any device which will or can be converted to expel a projectile by the action of an explosive or electrical charge or by the action of compressed air. Examples of "firearms" as described in this section include, but are not limited to, handguns, rifles, shotguns, stun guns, tasers, "B-B" guns, pellet guns and paintball guns.

G. Pets

No Owner or Occupant may keep any pets or animals on any portion of the Property other than dogs, cats or other generally recognized household pets approved by the Board. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose in the Community. Pets shall not be left unattended outdoors. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in areas that are not fully enclosed by a physical fence. Feces left by pets on the Common Areas or on any Unit must be removed promptly by the owner of the pet or the person responsible for the pet.

No potbellied pigs or poultry are permitted in the Community. No animals defined as dangerous by the City of Sandy Springs or Fulton County, or that the Board determines to be dangerous may be brought onto or kept in the Community. If the Board determines that an Owner's or Occupant's pet endangers any person or other pet or creates a nuisance or unreasonable disturbance in the Community, the Board may require that the pet be permanently removed from the Community upon seven days' written notice to such Owner or Occupant. If the Owner or Occupant fails to comply with such notice, the Board may obtain a court order requiring the Owner or Occupant to do so.

Any Owner or Occupant who keeps or maintains any pet in the Community agrees to indemnify and hereby holds harmless the Association, its Directors, Officers, and agents, from any loss, damage, claim or liability of any kind or character whatsoever related to such pet. The Board may establish additional rules regarding pets in the Community, which may require registration of pets with the Association, vaccination of pets, number of pets and size of permitted pets, and pet deposits with the Association.

H. Parking

The Owner and Occupants of a Unit shall park no more than a total of two (2) vehicles in the Community on a regular basis; for purposes of this provision, a vehicle shall be considered parked on a regular basis if it is parked in the Community for either eight (8) or more hours per day, eight (8) or more days per month. Marked police cars and rescue vehicles shall be the only exception to this limitation. Vehicles only may be parked in designated parking spaces, or other areas authorized in writing by the Board. Vehicles may not be parked on any grass or landscaped areas, or alongside the curbs in the Community.

Boats, jet-skis, trailers (including, but not limited to landscape trailers), buses, taxis, hearses, limousines, recreational vehicles, motor homes, campers, panel trucks, trucks with a cargo-load capacity of one ton or more, full-size vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), vehicles containing visible evidence of commercial use (such as tool boxes, tool racks, ladders, ladder racks or tow winches), and vehicles with commercial writings on their exteriors (except for law enforcement vehicles marked as such) are also prohibited from being parked in the Community, except: (1), in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Unit. The Board may establish additional rules regarding vehicles and parking in the Community, which may include restrictions on the number of vehicles which may be parked in the Community.

If any vehicle is parked in the Community in violation of this Paragraph or the Association's rules, the Board or agent of the Association may tow or boot the vehicle after 24 hours written notice. Such notice shall: (1) be placed on the vehicle; (2) specify the nature of the violation; (3) warn of possible towing or booting; and (4) state the name and telephone number of a person to contact regarding the violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the original notice and without further notice. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Unit or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

The Association has no liability for any towing or booting in accordance with this subparagraph. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents and representatives, for any claim or damage from any such towing or booting. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

I. Signs

Except as may be provided for herein or as may be required by legal proceedings or any governmental construction permitting process, no signs, advertising posters, political placards or

billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior written consent of the Board of Directors or ACC, other than: (1) two professional security signs not to exceed six inches by six inches each in size displayed on a Unit; (2) one professionally lettered "For Sale" sign not to exceed 24" by 30" in size displayed on a Unit being offered for sale; and (3) one professionally lettered "For Rent" or "For Lease" sign not to exceed 24" by 30" in size; unless otherwise approved in writing by the Board. All signs must be displayed only in the first floor window closest to the front door of the unit. The Board may establish rules permitting temporary signs on Units announcing open houses, births, birthdays or other events for limited periods of time. The Board shall have the right to erect signs on the Common Areas.

J. Rubbish, Trash and Recycling

Owners and Occupants shall regularly remove all rubbish and trash from the Unit. No rubbish or trash shall be placed on the Common Areas, except as provided herein. Rubbish and trash shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection of sufficient size to contain all rubbish, trash and/or recycling. Trash and recycling containers may only be placed for pick-up after 6:00 p.m. the evening before retrieval and stored again by midnight the evening of retrieval. The Board may establish additional rules regarding placement of trash/recycling cans for pick-up and/or storage, including requiring trash removal in the Community from a single vendor and establishing schedules for trash can placement and trash pickup.

K. Unsightly or Unkempt Conditions

Owners and Occupants are prohibited from engaging in activities which cause disorderly, unsightly or unkempt conditions on the Common Areas or outside of a dwelling in the Community, such as the assembly and disassembly of motor vehicles and other mechanical devices. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, potted plants, patio furniture and grills may be kept outside the dwelling on any Unit. Owners and Occupants shall maintain such items in a neat and attractive condition, as determined in the Board's sole discretion. Further, all window treatments seen from the exterior of the Unit must be either white or wood colored.

L. Drainage

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. Each Owner and Occupant shall ensure that any drainage grating and/or headwalls on the Owner's Unit are clear of obstruction and debris. Furthermore, no Owner or Occupant may obstruct or re-channel the drainage flows across the Owner's Unit.

M. Erosion Control; Contamination

No Owner or Occupant shall engage in any activity which creates erosion or siltation problems or causes contamination of or damage to any stream, water course or any other Unit in

the Community. Each Owner and Occupant shall be liable for all damages and restoration costs resulting from such unauthorized activity.

N. Impairment of Easements

No Owner or Occupant shall impair any easement existing in the Community, or do any act or allow any condition to exist which will adversely affect the other Units or their Owners or Occupants.

O. Mailboxes

Each Unit shall have one mailbox located in the clustered mailbox areas. The Association shall maintain all mailboxes and shall be empowered to assess the cost of maintenance repair and/or replacement to the applicable Unit pursuant to Paragraph 5B.

P. Antennas and Satellite Dishes

Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community. Direct broadcast satellite ("DBS") antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the Association. Any such devices shall be installed on the back roof of the Unit or backyard in the least conspicuous location available on the Unit that permits reception of an acceptable quality signal.

11. LEASING AND OCCUPANCY

To preserve the character of the Community as predominantly owner-occupied, the Leasing of Units is prohibited, except as provided herein. "Leasing" means the occupancy of a Unit by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant; or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the Unit as his or her primary residence. An Authorized Corporate Occupant shall be an officer, director, or shareholder of an Owner that is a corporation; a member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee of an Owner that is a trust; provided the Owner receives no rent or other consideration for such occupancy from the Authorized Corporate Occupant. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Unit. Notwithstanding anything to the contrary herein, Units may not be leased in a manner consistent with a hotel, motel, vacation rental or bed and breakfast. Transient leases are prohibited.

A. Permitted Leasing

Leasing of Units is allowed only by: (1) a Grandfathered Owner with current Leasing Permits; (2) a non-Grandfathered Owner who has received a Leasing Permit or a Hardship Permit as provided below; or (3) the Association. Leasing and Hardship Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where such permit was issued to the Owner's predecessor-in-title). The Board of Directors shall have the authority to establish reasonable rules and regulations as to the approval, use and duration of such permits consistent with this paragraph. Notwithstanding anything to the contrary herein, Units may not be leased in a manner consistent with a hotel, motel, vacation rental or bed and breakfast. Transient leases are prohibited.

(1) Leasing Permits

(a) Grandfathered Owners:

Only Grandfathered Owners shall be granted Leasing Permits pursuant to the provisions herein. "Grandfathered Owner" means an Owner who is lawfully leasing his or her Unit on the Effective Date. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Effective Date, provide the Board with a copy of the lease in effect on the Effective Date. Grandfathering shall apply only to the Unit owned by such Grandfathered Owner on the Effective Date.

Grandfathering shall automatically expire and any lease of the Unit shall automatically terminate on the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Unit to any Person (other than the Owner's spouse); (2) the date the Owner of the Grandfathered Unit occupies the Unit as his or her primary residence; (3) the date the current tenant moves out; (4) the date the Grandfathered Owner violates any provision of the Community Instruments; or (5) the date the Grandfathered Owner is shown on the Association's books and records to be more than 30 days past due in any assessment or charge.

"Grandfathered Unit" means the Unit owned by a Grandfathered Owner on the Effective Date hereof.

(b) Non-Grandfathered Owners:

The Board of Directors shall approve an Owner's request for a Leasing Permit if the total number of current, outstanding Leasing Permits plus Grandfathered Units is less than eighteen percent (18%) of the total Units; provided, however, a Leasing Permit shall not be issued to any Owner if the Owner is in violation of the Association Legal Documents. Once the Leasing Permit is granted, an Owner will have 30 days to find a tenant and submit and executed lease to the Association. Leasing Permits will expire in the event that the tenant vacates the Unit or if the lease terminates. A Leasing Permit shall only be valid for a term of not less than twelve (12) months and not more than twenty-four (24) months. Owners who have been denied a Leasing Permit shall be placed on a waiting list to be issued such a permit, if they so desire, when the above conditions have been satisfied. The issuance of a Hardship Leasing Permit to an Owner shall not

cause the Owner to be removed from the waiting list for a Leasing Permit.

(2) Hardship Permits.

If the inability to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis, for a term not to exceed one year, by applying to the Board of Directors for a Hardship Permit. The Board may approve or deny an Owner's request for a Hardship Permit in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Community if such permit is issued; (3) the number of outstanding Hardship Permits; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Permits have been issued to such Owner; provided, however, a Hardship Permit shall not be issued to any Owner if the Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, if the Owner is in violation of the Community Instruments. An example of a possible "hardship" may, but is not required to, include the following situations: (1) when the Board determines that an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the Unit was placed on the market, sell the Unit, except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) when the Board determines that an Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the Unit within one year; or (3) an Owner dies and the Unit is being administered by his or her estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease the Unit once for a term or one year. Notwithstanding anything to the contrary herein, the Board shall not approve a lease term that is less than 30 days.

(3) Expiration and Revocation of Permits.

Leasing Permits and Hardship Permits are automatically revoked upon the earlier of: (1) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Unit for 90 consecutive days at any time after the issuance of such permit; or (3) the occupancy of the Unit by the Owner. A Hardship Permit shall be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit. The Board also shall have the power to revoke any Leasing Permit or Hardship Permit issued to any Owner if the Owner is in violation of the Community Instruments. An Owner may apply for an additional Leasing Permit or Hardship Permit at the expiration or revocation of a previous one.

B. General Leasing Provisions

(1) Notice and Approval.

All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least seven days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names, phone numbers, work locations and work phone numbers of all of the proposed Occupants of the Unit; (3) the Owner's

primary residence address and phone number, work location and work phone number; and (4) such other information required by the Board. Nothing herein gives the Board the right to approve or disapprove a proposed Occupant except as provided for in (iv) below. Within 10 days after executing a lease for a Unit, the Owner shall provide the Board with a copy of the executed lease.

(2) Lease Terms.

Units may be leased only in their entirety; no rooms or fractions of Units may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval. Notwithstanding anything to the contrary herein, the Board shall not approve a lease term that is less than 30 days

(3) Lease Administration Fee.

In addition to annual assessments, special assessments and other charges provided for under this Declaration, an Owner who is issued a Leasing Permit or Hardship Permit shall be required to pay to the Association a Leasing Administration Fee of \$150.00 at the time a lease is executed or an occupancy relationship is created hereunder. This Leasing Administration Fee shall be paid for each year that the Unit is leased after the date that this Amendment is recorded. The Lease Administration Fee shall constitute a specific assessment as described in this Declaration.

(4) Sex Offender.

No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Georgia Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit and/or enter onto or remain in or on the Community property for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

(5) Liability for Assessments; Compliance.

The Owner must provide the Occupant copies of the Community Instruments. The following provisions are incorporated into each lease of any Unit, whether or not expressly stated therein, and into the terms of any tenancy or occupancy even if no written lease or agreement exists between the Owner and the Occupant:

(a) Compliance with Community Instruments.

All terms defined in this Declaration are incorporated herein by this reference. The Owner and each Occupant shall comply with all provisions of the Community

Instruments. The Owner and Occupants are responsible for violations by any guests of the Unit and may be sanctioned for any such violation.

If a Unit is leased or occupied in violation of the Community Instruments, or if the Owner, Occupant or guest violates the Community Instruments, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner and/or Occupant authorized under the Community Instruments.

(b) Use of Common Elements.

The Owner transfers and assigns to the Occupant, for the term of the lease, all rights and privileges the Owner has to use any Common Elements in the Community.

(c) Liability for Assessments.

When an Owner who is leasing his or her Unit fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent received from the Occupant during the period of the delinquency. In such case, upon request by the Board, the Occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy. However, the Occupant need not make such payments to the Association in excess of or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by the Occupant shall reduce, by the same amount, the Occupant's obligation to make monthly rental payments to the Owner. If the Occupant fails to comply with the Board's request to pay assessments or other charges, such failure shall be deemed a violation of the Declaration and, in addition to all other enforcement rights, the Occupant shall pay to the Association all amounts authorized under the Declaration as if the Occupant were the Owner of the Unit. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

C. Enforcement

If a Unit is leased without approval from the Board of Directors or occupied in violation of the Community Instruments, or if the Owner, Occupant or guest violates the Community Instruments, such violation is deemed to be a default under the terms of any lease or occupancy and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner to terminate the lease or occupancy and to evict all Occupants, in accordance with Georgia law. Any costs and expenses incurred by the Association in enforcing any of the terms of this Paragraph, including but not limited to reasonable attorneys' fees actually incurred, shall be specifically assessed against the Unit and shall be the personal obligation of the Owner.

12. SALE OF UNITS

An Owner intending to transfer or sell a Unit or any interest in a Unit shall give the Board of Directors written notice of such intention within seven days after executing the transfer or sales

documents. As part of the notice, the current Owner shall furnish the Board the name and address of the intended grantee and such other information required by the Board. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party. Within seven days after receiving title to a Unit, the purchaser or grantee of the Unit shall give the Board written notice of his or her ownership of the Unit. As part of the notice, the new Owner shall furnish the Owner's name, mailing address and such other information required by the Board.

13. INSURANCE

A. Hazard Insurance on Common Areas

The Board of Directors shall obtain hazard insurance for all insurable improvements on the Common Areas. This insurance shall include, at a minimum, coverage for fire, wind, storm, hail, vandalism, malicious mischief and civil commotion and shall be in an amount sufficient to cover the full replacement cost of such insurable improvements. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

B. Association Liability Insurance

The Board shall obtain a public liability policy applicable to the Common Areas covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, in their capacities as such, with a combined single limit of at least \$1,000,000.00.

C. Directors and Officer's Liability Insurance

The Board shall obtain a Directors' and Officers' liability insurance policy with a limit of at least \$1,000,000.00.

D. Fidelity Insurance

The Board shall obtain a fidelity bond or dishonesty insurance on Directors, Officers, employees, and other persons handling or responsible for the Association's funds, regardless of whether they are compensated by the Association. If reasonably available, the fidelity bond or dishonesty insurance shall cover at least one-quarter of the annual assessments from all members plus the reserve funds in the custody of the Association at any time during the term of the bond or policy. The bond or policy must provide that it may not be canceled, substantially modified or subject to non-renewal without at least 30 days prior written notice to the Association.

E. Additional Association Insurance

The Board may obtain such additional insurance as it deems appropriate.

F. Premiums and Deductibles on Association Policies

Premiums for all Association insurance shall be a Common Expense. The policies may

contain reasonable deductibles. Deductibles shall not be subtracted from the face amount of the policies in determining whether the insurance equals the full replacement cost of the insurable improvements.

G. General Insurance Provisions

In addition to any other terms the Board deems appropriate, all Association insurance shall be governed by the following provisions:

- (1) All policies shall be written with a company licensed to do business in Georgia;
- (2) All policies on the Common Areas shall be in the name of the Association for the benefit of itself and its members;
- (3) The Board shall have exclusive authority to adjust losses under all Association insurance policies;
- (4) The insurance carried by the Association shall be primary and shall not be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees;
- (5) All hazard insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if reasonably available; and
- (6) A qualified person who is in the real estate industry and familiar with construction in the county where the Community is located shall review the Association's hazard insurance policy at least bi-annually to evaluate the sufficiency of such coverage.

H. Individual Unit Owner Insurance

Each Owner is required to carry hazard insurance on the Owner's Unit and the structures thereon meeting the same requirements as set forth in subparagraphs (A), (F), (G)(1) and (G)(5) of this Paragraph for insurance on the Common Areas. Further, the Owner shall be obligated to provide a certificate of insurance to the Association evidencing coverage, upon request by the Board of Directors.

14. REPAIR AND RECONSTRUCTION AFTER CASUALTY DAMAGE

A. Common Areas

In the event of damage to or destruction of any structure on the Common Areas, the Board of Directors shall arrange for and supervise the prompt repair or reconstruction of such structure, with such improvements or modifications it deems appropriate, unless 80% of the Owners vote not to do so.

(1) **Construction Fund.**

Any insurance proceeds collected on a claim against any Association hazard policy and any special assessments collected pursuant to subparagraph (2) below shall constitute a construction fund to be used by the Board for repair or restoration pursuant to this Paragraph.

(2) **Proceeds.**

If the proceeds of insurance are not sufficient to defray the Board's estimated or actual costs of repair or reconstruction, including, but not limited to, any professional fees and premiums for construction bonds the Board deems necessary, the Board may levy a special assessment against all Owners without the necessity of a membership vote or compliance with any other requirements for approval of special assessments in this Declaration. Any surplus funds remaining after the repair or reconstruction is completed shall be common funds of the Association to be used as determined by the Board.

B. Units

In the event of damage to or destruction of any structure on a Unit, the Owner shall either: (1) within 180 days, repair or reconstruct such structure in accordance with plans and specifications approved by the ACC; or (2) within 60 days, clear the Unit of all debris and sod or landscape all portions of the Unit as approved by the ACC.

15. EMINENT DOMAIN

Whenever any Common Areas is taken by, or conveyed in lieu of condemnation to, any authority having condemnation or eminent domain power, the Board of Directors shall give notice thereof to each Owner. If any structure on the Common Areas is so taken or conveyed, the Board shall arrange for and supervise the prompt reconstruction of such structure, to the extent sufficient Common Areas is available, with such improvements or modifications it deems appropriate, unless 80% of the Owners vote not to do so.

If proceeds from the condemning authority are not sufficient to defray the Board's estimated or actual costs of reconstruction, including, but not limited to, any professional fees and premiums for construction bonds the Board deems necessary, the Board may levy a special assessment against all Owners without the necessity of a membership vote or compliance with any other requirements for approval of special assessments in this Declaration. Any surplus funds remaining after the reconstruction is completed shall be common funds of the Association to be used as determined by the Board.

16. EASEMENTS

A. Easements for Use and Enjoyment

Every Owner shall have a right and easement of ingress and egress, use and enjoyment in

and to the Common Areas which shall be appurtenant to and shall pass with the title to his or her Unit, subject to the Association's right to:

- (1) Adopt reasonable rules respecting use of the Common Areas and limit the number of Owners' guests who may use the Common Areas;
- (2) charge reasonable admission and other fees for the use of any portion of the Common Areas;
- (3) provide for the exclusive use and enjoyment of specific portions of the Common Areas at certain designated times by an Owner;
- (4) suspend Owners' rights to use the Common Areas as set forth in this Declaration;
- (5) borrow money, subject to the rights, interests, easements and privileges of the Owners set forth in this Declaration;
- (6) grant permits, licenses or easements across the Common Areas; and
- (7) dedicate or transfer all or any portion of the Common Areas as provided herein.

The Owners' rights and easements granted in this Paragraph are subject to: (1) all other rights of the Association and other Owners set forth in this Declaration, the By-Laws or the Articles of Incorporation; and (2) all encumbrances and other matters of public record affecting title to the Common Areas.

B. Easements for Utilities

There is hereby reserved to the Association, or its designee, blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repair, replacement, and maintenance of: (a) gas, water, sanitary sewer and electricity services and all other utilities serving any portion of the Community; (b) any water runoff and storm drainage systems; and (c) any other services such as, but not limited to, any telephone and telecommunication systems, master television antenna system, cable television system or security system serving the Community. The Board of Directors has the right to grant a specific license or easement by separate recordable document to any party furnishing such utilities or services.

C. Easement for Entry

There is hereby reserved to the Association and its designee, an easement and right, but not the obligation, to enter onto any Unit for emergency, life-safety, security and safety. The right may be exercised by the Association's Board of Directors, Officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during

reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No one exercising the easement and rights granted in this Paragraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Unit shall exist.

D. Easement for Association Maintenance

There is hereby reserved to the Association and its designee, an easement and right across all portions of the Community, to allow the Association to fulfill the maintenance obligations described in this Declaration. This easement shall be exercised with a minimum of interference to the quiet enjoyment of the Owner's property, reasonable steps shall be taken to protect the Owner's property, and any Person causing damage to the Owner's property shall repair the damage at its sole expense.

E. Easements for Owners' Maintenance and Repair

There is hereby created reciprocal appurtenant easements over and upon adjacent Units for the purpose of maintaining or repairing the improvements and landscaping on each Unit. This easement shall extend into each Unit not more than five feet from any point on the common boundary line between the Units. Owners may exercise this easement only for the reasonable period of time necessary to complete the needed maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage such Owner caused to the Unit over which this easement is exercised. The damaged portions of such Unit shall be restored to substantially the same condition that existed prior to the damage.

F. Easement for Street Signs

There is hereby reserved to the Association and its designee, an easement and right across all portions of the Community for ingress to, egress from, installation, construction, landscaping and maintenance of street signs for the Community. This easement right shall include, but not be limited to, the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all street signs.

G. Easement for Entry Features

There is hereby reserved to the Association and its designee, an easement and right over and upon each Unit which is bounded by the right-of-way providing primary access to the Community and every other Unit located at the corner of a street intersection in the Community for ingress to, egress from, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community. This easement right shall include, but not be limited to, the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around the entry features and the right to grade the land under and around the entry features. Owners shall not alter, remove or add improvements to any entry features on any Unit, or any part of any

easement area associated therewith without the prior written consent of the Board of Directors.

H. Public in General

The easements and rights created in this Paragraph do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any easements or rights already granted to the public as such easements or rights are previously recorded in the Fulton County, Georgia land records. The Board of Directors hereby reserves the right to close temporarily, all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication of such property, or the accrual of any rights to such property, to the general public or to any Person other than the Persons for which such easements are expressly created in this Declaration.

I. Easements for Encroachment and Overhang

There shall be reciprocal appurtenant easements for encroachment and overhang as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, occupant or the Association.

J. Easements for Authorized Backyard Fencing.

There shall be an easement over the Common Property in favor of any Owner who submits for and received written approval to install a backyard fence in accordance with Paragraph 8 of the Declaration. The Board of Directors may require the Owner to maintain any and all landscaping within the fencing adjacent to the Owner's Unit. No fences shall be permitted or easements granted except in accordance with Paragraph 8 of the Declaration.

17. AUTHORITY AND ENFORCEMENT

A. Compliance with Association Legal Documents

All Owners, Occupants and their guests shall comply with the Association Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association Legal Documents directly against all Violators. However, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association Legal Documents against: (1) only the Owner; (2) only the violating family member, guest or Occupant; or (3) both the Owner and the violating family member, guest or Occupant. Notwithstanding anything herein to the contrary, the Owner of the Unit is always ultimately

responsible for his or her own actions and the actions of all family members, Occupants and guests of such Unit.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association Legal Documents. The Board of Directors may, in its discretion, require the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia law against the Violator before the Association intervenes and commences enforcement action against such Violator.

B. Types of Enforcement Actions

In the event of a violation of the Association Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Unit:

- (1) Suspend all Violators' rights to use the Common Areas;
- (2) Suspend any benefit or service provided to the Owner/Unit as a Common Expense including, but not limited to, water;
- (3) Suspend the voting rights of a violating Owner;
- (4) Impose reasonable fines against all Violators, which shall constitute a lien on the violating Owner's Unit;
- (5) Use self-help to remedy the violation;
- (6) Bring an action for damages, permanent injunction, temporary injunction and/or specific performance to compel the Violator to cease and/or correct the violation; and
- (7) Record in the Fulton County land records a notice of violation identifying any uncured violation of the Association Legal Documents regarding the Unit.

C. Suspension and Fining Procedure

Except as provided below, before imposing fines or suspending right to use the Common Areas or the right to vote, the Association shall give a written violation notice to the Violator as provided below:

(1) **Violation Notice**

The written violation notice to the Violator shall, (a) identify the violation, suspension(s) and/or fine(s) being imposed; and (b) advise the Violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration

of suspension(s) or the fine(s).

Notwithstanding the Violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.

(2) **Violation Hearing**

If the Violator submits a written request for a violation hearing within 15 days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a Violator timely requests a violation hearing, the Violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

(3) **No Violation Notice and Hearing Required**

No violation notice or violation hearing shall be required to:

- (a) impose late charges on delinquent assessments;
- (b) suspend a violating Owner's voting rights if the Violator's Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;
- (c) suspend a Violator's right to use the Common Areas if the Violator's Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the Violator's right to use the Common Areas shall be automatic (which shall allow the Association to tow and/or boot a Violator's vehicle located on the Common Areas without complying with the Suspension and Fining Procedures described above);
- (d) engage in self-help in an emergency;
- (e) impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the Violator; or
- (f) impose fines if the same violation occurs again on the same Unit, in which case fine(s) may be imposed on a per diem basis without any further notice to the Violator.

D. Self-Help

In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association Legal Documents by self-help without the necessity for compliance with the Suspension and Fining Procedures described above.

By way of example and not limitation, the Association or its duly authorized agent shall have the authority to tow vehicles that are in violation of parking regulations and enter a Unit or any portion of the Common Areas to abate or remove any structure, thing or condition that violates the Association Legal Documents. Unless an emergency exists, before exercising self-help, the Association shall give the Violator at least two (2) days prior written notice for vehicle issues and fifteen (15) days prior written notice for all other issues. Such notice shall request that the Violator remove and abate the violation and restore the Unit to substantially the same condition that existed prior to the structure, thing or condition being placed on the Unit and causing the violation. Such removal, abatement and restoration shall be accomplished at the Violator's sole cost and expense. If the same violation occurs again on the same Unit, the Association may exercise self-help without any further notice to the Violator.

E. Injunctions and Other Suits at Law or in Equity

All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

F. Costs and Attorney's Fees for Enforcement Actions

For any action taken by the Association to enforce the Association Legal Documents, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Unit.

G. Failure to Enforce

The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the Board to enforce any provision of the Association Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

- (1) the Association's position is not strong enough to justify taking enforcement action;
- (2) a particular violation is not of such a material nature as to be objectionable to a reasonable person;

(3) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;

(4) the aggrieved Owner or Occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or

(5) the Association enforces only against an Owner for the violation of the Owner's family member, guest or Occupant or the Association does not enforce against the Owner and enforces only against the violating family member, guest or Occupant.

18. AMENDMENTS

A. Member Approval Procedure

Except where a higher vote is required for action under any other provisions of this Declaration, the By-Laws or by the Act, this Declaration may be amended with the approval of Owners holding two-thirds of the total eligible Association vote, by affirmative vote or written consent or combination thereof. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

B. Default Approval Procedure after Owner Non-Response

It is recognized that, when Owners fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, important amendments to the Declaration or By-Laws may have no chance of approval, with the supermajority voting requirements established under the Act. It also is recognized that supermajority voting requirements are important for Owner actions which are as significant as amending this Declaration or the By-Laws. To balance these competing concerns, this subparagraph establishes a mechanism which provides every eligible Owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration or By-Laws, but also a realistic mechanism for approving important amendments, without the damaging consequences of Owner non-response.

The Board shall issue notice of all proposed amendments to each Owner. With each such notice, the Board shall include a copy of the proposed amendment, along with a consent form or ballot which complies with the requirements of the By-Laws. Each such consent form or ballot shall give Owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

If the amendment is not approved or defeated by sufficient vote within 60 days of the amendment notice described above, then the Board may seek to obtain default approval from Owners under this subparagraph. In such case, the Board shall send default approval notice, by certified mail and to the address consistent with the notice provision of the By-Laws, to all Owners

who have not returned consents or ballot on a proposed amendment within that 60-day period. This default approval notice also shall include a consent form or ballot as provided above, along with a statement that the Owner's failure to return an executed consent form or ballot marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such default approval notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment.

C. Eligible Mortgage Holder Approval

In addition to approval by the Owners as provided above, material amendments to this Declaration and the By-Laws must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

D. Amendments to Comply with Law or Conform Documents

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration and the By-Laws to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between this Declaration, the By-Laws, the Articles, and applicable laws.

E. Validity of Amendments

No Person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration or the By-Laws more than one year after the recording thereof in the Fulton County, Georgia land records.

19. GENERAL PROVISIONS

A. Security

The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security in the Community. Each Owner, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security. The Association has no duty to provide security in the Community. Furthermore, the Association does not guarantee that Owners, Occupants and other people will not commit criminal acts in the Community or that unauthorized people will not gain access to the Community. It shall be the responsibility of each Owner to protect his or her person

and property, and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

B. Dispute Resolution

Before filing any lawsuit or administrative proceeding against the Association, the Board of Directors, any Officer or Director, or the Association's property manager, an Owner or Occupant shall request in writing and attend a meeting with the Board to discuss an amicable resolution of any dispute. The Owner or Occupant shall, in such request and at the meeting, make a good faith effort to explain the grievance and resolve the dispute. Upon receiving a request for a meeting, the Board shall give notice of the date, time and place of the meeting to the person requesting the meeting. The Board shall schedule this meeting for a date not less than seven or more than 30 days from the date of receipt of the meeting request, except with the approval of the Owner or Occupant. After the meeting, the Board shall have a reasonable opportunity to address the Owner's or Occupant's grievance before a suit is filed.

C. No Discrimination

No action shall be taken by the Association or the Board of Directors which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

D. Implied Rights

In addition to express rights, the Association may exercise any right or privilege implied from the existence of any express right or privilege or reasonably necessary to effectuate any such right or privilege.

E. Electronic Records, Notices and Signatures

All notices, demands, bills, statements or other communications given under this Declaration or the By-Laws shall be in writing, and unless prohibited hereunder or under the By-Laws, shall be given: (1) by personal delivery to the addressee; (2) by United States Mail, First Class, postage prepaid; (3) or by electronic mail or other electronic document; or (4) via facsimile. Notice sent by one of these methods described above shall be deemed to have been duly given:

(1) If to a Unit owner, at the mailing address, electronic mail address or facsimile number which the owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of Such Owner;

(2) If to an occupant, to the address of the Unit occupied and /or the electronic mail address or facsimile number which the occupant has designated in writing and filed with the Secretary; or

(3) If to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other mailing address, electronic mail

address or facsimile number as shall be designated in writing by the Association's Board of Directors.

F. Preamble

The preambles and recitals of this Declaration are by reference made a part of this document as if fully stated herein in their entirety.

G. Duration

The covenants and restrictions of this Declaration shall run with and bind the real property in the Community perpetually to the extent provided in the Act.

H. Severability

Invalidation of any one of these covenants or restrictions, by judgment, court order, or otherwise, shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

I. Party Walls

(1) **General Rules of Law to Apply.** Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(2) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

(3) **Damage and Destruction.** If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has benefited by the wall may restore it, and the other Owner or Owners thereafter who are benefited by the wall or fence shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(4) **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(5) **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board,

the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties. Compliance with this subparagraph shall be a condition precedent to any right of legal action that either party may have against the other in a dispute arising hereunder.

20. PREPARER

This Declaration was prepared by Laura C. Horlock, Esq. Pankey & Horlock, LLC, 1441 Dunwoody Village Parkway, Suite 200, Atlanta, Georgia 30338.

IN WITNESS WHEREOF, the undersigned Officers of Dunwoody Plantation Homeowners Association, Inc., hereby certify that the above amendment were duly adopted pursuant to the Act by the required majority of the Association and its membership, with any required notices duly given.

This _____ day of _____, 20_____.

DUNWOODY PLANTATION HOMEOWNERS ASSOCIATION, INC.

Sworn to and subscribed to before me this ____ day of _____, 20_____

Witness

Notary Public [Notary Seal]

By: _____(Seal)
President

Attest: _____(Seal)
Secretary

[CORPORATE SEAL]

**EXHIBIT A to Amended and Restated Declaration of Covenants
and Restrictions for Dunwoody Plantation**

All that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02 degrees 40 minutes 30 seconds West a distance of 250 feet to an iron pin; thence running North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence running North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence running North 15 degrees 50 minutes 00 seconds East a distance of 200 feet to an iron pin; thence running North 15 degrees 50 minutes 00 seconds East a distance of 233.70 feet to an iron pin; thence running North 04 degrees 14 minutes 58 seconds West a distance of 27.65 feet to an iron pin; thence running South 87 degrees 10 minutes 57 seconds East a distance of 206.30 feet to an iron pin; thence running North 08 degrees 26 minutes 56 seconds East a distance of 84.84 feet to the TRUE POINT OF BEGINNING; thence North 08 degrees 26 minutes 56 seconds East a distance of 75.19 feet to a point; thence North 35 degrees 43 minutes 13 seconds East a distance of 65.75 feet to an iron pin; thence South 61 degrees 57 minutes 19 seconds East a distance of 426.77 feet to an iron pin; thence South 27 degrees 13 minutes 49 seconds West a distance of 81.50 feet to an iron pin; thence South 15 degrees 33 minutes 35 seconds West a distance of 36 feet to a point; thence South 15 degrees 33 minutes 35 seconds West a distance of 241.42 feet to a point; thence North 73 degrees 58 minutes 49 seconds West a distance of 186.48 feet to a point; thence North 17 degrees 00 minutes 33 seconds East a distance of 266.28 feet to a point; thence North 66 degrees 07 minutes 19 seconds West a distance of 84.77 feet to a point; thence North 61 degrees 57 minutes 19 seconds West 153.56 feet to the TRUE POINT OF BEGINNING.

The hereinabove described property consisting of Phases One, Two and Three of Dunwoody Plantation according to Plat of Survey by Lowe Engineers, Inc. dated February, 1984 and revised to show Phases One, Two and Three on February 20, 1984, February 28, 1984 and February 29, 1984 which Plat is hereby incorporated by reference.

Together with:

All that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive and the TRUE POINT OF BEGINNING; thence South 86 degrees 58 minutes 45 seconds West along the northerly right-of-way of Roberts Drive a distance of 200 feet to an iron pin; thence North 2 degrees 36 minutes 05 seconds West 283.86 feet to an iron pin; thence North 45 degrees 48 minutes 25 seconds East a distance of 73.35 feet to an iron pin; thence North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to a point; thence North 15 degrees 50 minutes 00 seconds East a distance of 422.52 feet to an iron pin; thence North 00 degrees 06 minutes 47 seconds East a distance of 126.31 feet to an iron pin; thence North 15 degrees 35 minutes 00 seconds West a distance of 124.35 feet to an iron pin; thence North 35 degrees 50 minutes 00 seconds West a distance of 378.15 feet to a concrete monument; thence North 54 degrees 00 minutes 00 seconds East a distance of 100 feet to a point; thence North 54 degrees 00 minutes 00 seconds East a distance of 70.0 feet to a point; thence North 35 degrees 50 minutes 01 seconds West a distance of 148.0 feet to a point; thence North 50 degrees 49 minutes 45 seconds East a distance of 120.38 feet to a point; thence North 59 degrees 02 minutes 10 seconds East a distance of 116.62 feet to a point; thence North 61 degrees 11 minutes 20 seconds East a distance of 114.13 feet to a point; thence North 63 degrees 26 minutes 05 seconds East a distance of 111.80 feet to a point; thence North 73 degrees 18 minutes 00 seconds East a distance of 104.40 feet to a point; thence North 65 degrees 46 minutes 20 seconds East a distance of 109.66 feet to a point; thence North 68 degrees 11 minutes 55 seconds East a distance of 107.70 feet to a point; thence North 73 degrees 18 minutes 00 seconds East a distance of 104.40 feet to a point; thence North 68 degrees 11 minutes 55 seconds East a distance of 107.70 feet to a point; thence North 75 degrees 57 minutes 50 seconds East a distance of 103.08 feet to a point; thence North 78 degrees 41 minutes 25 seconds East a distance of 101.98 feet to a point; thence North 87 degrees 08 minutes 15 seconds East 100.12 feet to a point; thence North 90 degrees 00 minutes 00 seconds East a distance of 100.00 feet to a point; thence South 78 degrees 41 minutes 25 seconds East a distance of 203.96 feet to a point; thence South 60 degrees 22 minutes 54 seconds East a distance of 154.71 feet to a point; thence South 35 degrees 50 minutes 10 seconds West a distance of 274.51 feet to a point; thence South 01 degrees 58 minutes 05 seconds West a distance of 136.54 feet to a concrete monument; thence South 39 degrees 00 minutes 15 seconds West a distance of 571.83 feet to an iron pin; thence South 27 degrees 13 minutes 50 seconds West a distance of 333.77 feet to an iron pin; thence North 61 degrees 57 minutes 19 seconds West a distance of 426.77 feet to an iron pin; thence South 35 degrees 43 minutes 13 seconds West a distance of 65.75 feet to an iron pin; thence South 08 degrees 26 minutes 56 seconds West a distance of 160.03 feet to an iron pin; thence North 87 degrees 10 minutes 57 seconds West a distance of 206.30 feet to an iron pin on the easterly right-of-way of Lexington Drive; thence South 04 degrees 14 minutes 58 seconds East along the right-of-way of Lexington

Drive a distance of 27.65 feet to an iron pin; thence South 15 degrees 50 minutes 00 seconds West along the right-of-way of Lexington Drive a distance of 233.70 feet to an iron pin; thence South 15 degrees 50 minutes 00 seconds West along the easterly right-of-way of Lexington Drive a distance of 200.00 feet to a point; thence South 00 degrees 05 minutes 00 seconds West along the right-of-way of Lexington Drive a distance of 246.22 feet to an iron pin; thence South 35 degrees 26 minutes 00 seconds East along the right-of-way of Lexington Drive a distance of 82.00 feet to an iron pin; thence South 02 degrees 40 minutes 30 seconds East along the right-of-way of Lexington Drive a distance of 250 feet to the TRUE POINT OF BEGINNING.

Said property being more particularly set forth and described on a Plat of Survey by Lowe Engineers, Inc. dated June 1, 1983 which Survey is hereby incorporated by reference.

Together with:

PHASE FOUR

All that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02 degrees 40 minutes 30 seconds West a distance of 250 feet to an iron pin; thence running North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence running North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence running North 15 degrees 50 minutes 00 seconds East a distance of 200 feet to an iron pin; thence South 73 degrees 41 minutes 09 seconds East a distance of 142.98 feet to a point; thence South 73 degrees 41 minutes 09 seconds East a distance of 214.17 feet to a point; thence North 16 degrees 18 minutes 51 seconds East a distance of 82.87 feet to the TRUE POINT OF BEGINNING; thence North 73 degrees 58 minutes 49 seconds West a distance of 30.91 feet to a point; thence North 16 degrees 36 minutes 33 seconds East a distance of 277.85 feet to a point; thence South 66 degrees 07 minutes 19 seconds East a distance of 84.77 feet to a point; thence South 17 degrees 00 minutes 33 seconds West a distance of 266.28 feet to a point; thence North 73 degrees 58 minutes 49 seconds West a distance of 51.33 feet to the TRUE POINT OF BEGINNING.

PHASE FIVE

All that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02 degrees 40 minutes 30 seconds West a distance of 250 feet to an iron pin; thence running North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence running North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence running North 15 degrees 50 minutes 00 seconds East a distance of 200 feet to the TRUE POINT OF BEGINNING; thence North 15 degrees 50 minutes 00 seconds East a distance of 233.70 feet to a point; thence South 86 degrees 28 minutes 46 seconds East a distance of 195.70 feet to a point; thence North 16 degrees 01 minutes 59 seconds East a distance of 88.37 feet to a point; thence North 08 degrees 26 minutes 56 seconds East a distance of 69.53 feet to a point; thence North 08 degrees 26 minutes 56 seconds East a distance of 15.31 feet to a point; thence South 61 degrees 57 minutes 19 seconds East a distance of 66.63 feet to a point; thence South 16 degrees 01 minutes 59

seconds West a distance of 295.94 feet to a point; thence North 73 degrees 58 minutes 49 seconds West a distance of 102.84 feet to a point; thence South 15 degrees 02 minutes 13 seconds West a distance of 81.77 feet to a point; thence North 73 degrees 41 minutes 09 seconds West a distance of 142.98 feet to the TRUE POINT OF BEGINNING.

The hereinabove described property consisting of Phases Four and Five of Dunwoody Plantation according to Final Plat of Dunwoody Plantation by Lowe Engineers, Inc. dated February, 1984, and revised as to Phases Four and Five, March 12, 1984, which plat is hereby incorporated by reference.

Together with:

PHASE SIX

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North $02^{\circ}40'30''$ West a distance of 250 feet to an iron pin; thence running North $35^{\circ}26'00''$ West a distance of 82.0 feet to an iron pin; thence running North $00^{\circ}05'00''$ East a distance of 246.22 feet to an iron pin; thence running North $15^{\circ}50'00''$ East a distance of 200 feet to an iron pin; thence South $73^{\circ}41'09''$ East a distance of 142.98 feet to a point; thence running South $73^{\circ}41'09''$ East a distance of 214.17 feet to a point which is the TRUE POINT OF BEGINNING; thence running North $16^{\circ}18'51''$ East a distance of 82.87 feet to a point; thence running South $73^{\circ}58'49''$ East a distance of 51.33 feet to a point; thence running South $73^{\circ}58'49''$ East a distance of 186.48 feet to a point; thence running South $15^{\circ}33'35''$ West a distance of 84.09 feet to a point; thence running North $73^{\circ}41'09''$ West a distance of 238.91 feet to the POINT OF BEGINNING.

PHASE SEVEN

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North $02^{\circ}40'30''$ West a distance of 250 feet to an iron pin; thence running North $35^{\circ}26'00''$ West a distance of 82.0 feet to an iron pin; thence running North $00^{\circ}05'00''$ East a distance of 246.22 feet to an iron pin; thence running North $15^{\circ}50'00''$ East a distance of 200 feet to an iron pin; thence South $73^{\circ}41'09''$ East a distance of 142.98 feet to a point which point is the TRUE POINT OF BEGINNING; thence running South $73^{\circ}41'09''$ East a distance of 214.17 feet to a point; thence running North $16^{\circ}18'51''$ East a distance of 82.87 feet to a point; thence running North $73^{\circ}58'49''$ West a distance of 30.91 feet to a point; thence running North $16^{\circ}36'33''$ East a distance of 48.99 feet to a point; thence running North $73^{\circ}58'49''$ West a distance of 82.73 feet to a point; thence running South $16^{\circ}01'59''$ West a distance of 48.99 feet to a point; thence running North $73^{\circ}58'49''$ West a distance of 102.84 feet to a point; thence running South $15^{\circ}02'13''$ West a distance of 81.77 feet to the POINT OF BEGINNING.

Together with:

PHASE EIGHT

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02°40'30" West a distance of 250 feet to an iron pin; thence running North 35°26'00" West a distance of 82.0 feet to an iron pin; thence running North 00°05'00" East a distance of 246.22 feet to an iron pin; thence running North 15°50'00" East a distance of 200 feet to an iron pin; thence running South 73°41'09" East a distance of 142.98 feet to a point; thence running North 15°02'13" East a distance of 81.77 feet to a point; thence running South 73°58'49" East a distance of 102.84 feet to a point; thence running North 16°01'59" East a distance of 48.99 feet to a point, which point of the TRUE POINT OF BEGINNING; thence running South 73°58'49" East a distance of 82.73 feet to a point; thence running North 16°36'33" East a distance of 228.86 feet to a point; thence running North 61°57'19" West a distance of 86.93 feet to a point; thence running South 16°01'59" West a distance of 246.95 feet to the point of beginning.

Together with:

PHASE NINE AND TEN

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northern right-of-way of Roberts Drive and the northwestern right-of-way of Georgia 400; thence running in a westerly direction along the northern right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northern right-of-way of Roberts Drive with the eastern right-of-way of Lexington Drive; thence running North $02^{\circ}49'30''$ West a distance of 250 feet to an iron pin; thence running North $35^{\circ}26'00''$ West a distance of 82.0 feet to an iron pin; thence running North $00^{\circ}05'00''$ East a distance of 246.22 feet to an iron pin; thence running North $15^{\circ}50'00''$ East a distance of 200 feet to an iron pin; thence continuing North $15^{\circ}50'00''$ East a distance of 176.03 feet to a point, which point of the TRUE POINT OF BEGINNING; thence running South $86^{\circ}28'46''$ East a distance of 195.70 feet to a point; thence running North $16^{\circ}01'59''$ East a distance of 88.37 feet to a point; thence running North $08^{\circ}26'56''$ East a distance of 69.53 feet to a point; thence running North $83^{\circ}48'08''$ West a distance of 223.74 feet to a point; thence running South $04^{\circ}14'59''$ East a distance of 83.05 feet to a point; thence running South $04^{\circ}14'58''$ East a distance of 27.65 feet to a point; thence running South $15^{\circ}50'00''$ West a distance of 57.67 feet to the point of beginning.

Together with:

PHASE ELEVEN AND TWELVE

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, as shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 139, page 9, Fulton County, Georgia records, which plat is hereby referred to and made a part hereof by reference and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northern right-of-way of Roberts Drive and the northwestern right-of-way of Georgia 400; run thence westerly along the northern right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northern right-of-way of Roberts Drive with the eastern right-of-way of Lexington Drive; run thence north $02^{\circ}40'30''$ west a distance of 250 feet to an iron pin; run thence north $35^{\circ}26'00''$ west a distance of 82 feet to an iron pin; run thence north $00^{\circ}05'00''$ east a distance of 246.22 feet to an iron pin; run thence north $15^{\circ}50'00''$ east a distance of 200 feet to an iron pin; continue thence north $15^{\circ}50'00''$ east a distance of 233.70 feet to an iron pin; run thence north $04^{\circ}14'58''$ west a distance of 27.65 feet to an iron pin; run thence north $04^{\circ}14'59''$ west a distance of 83.05 feet to the point of beginning; run thence north $04^{\circ}14'59''$ west a distance of 27.23 feet to an iron pin; run thence north $15^{\circ}35'02''$ west a distance of 124.43 feet to an iron pin; run thence north $81^{\circ}07'43''$ east a distance of 196.50 feet to an iron pin; run thence south $34^{\circ}31'06''$ east a distance of 75.80 feet to an iron pin; run thence north $35^{\circ}43'13''$ east a distance of 88.30 feet to a point; run thence north $06^{\circ}55'07''$ east a distance of 33.93 feet to a point; run thence north $57^{\circ}11'01''$ west a distance of 59.60 feet to an iron pin; run thence north $32^{\circ}48'59''$ east a distance of 70.10 feet to an iron pin; run thence south $57^{\circ}00'50''$ east a distance of 155.55 feet to a point; run thence north $33^{\circ}53'26''$ east a distance of 45.95 feet to an iron pin; run thence south $56^{\circ}59'25''$ east a distance of 86.87 feet to an iron pin; run thence south $27^{\circ}21'47''$ west a distance of 181.31 feet to an iron pin; run thence north $61^{\circ}57'19''$ west a distance of 132.22 feet to an iron pin; run thence south $35^{\circ}43'13''$ west a distance of 65.75 feet to an iron pin; run thence south $08^{\circ}26'56''$ west a distance of 90.50 feet to an iron pin; run thence north $83^{\circ}47'38''$ west a distance of 223.73 feet to the point of beginning.

Together with:

PHASE THIRTEEN AND FOURTEEN

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northern right-of-way of Roberts Drive and the northwestern right-of-way of Georgia 400; run thence westerly along the northern right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northern right-of-way of Roberts Drive with the eastern right-of-way of Lexington Drive; run thence north 02°40'30" west a distance of 250 feet to an iron pin; run thence north 35°26'00" west a distance of 82 feet to an iron pin; run thence north 00°05'00" east a distance of 246.22 feet to an iron pin; run thence north 15°50'00" east a distance of 200 feet to an iron pin; continue thence north 15°50'00" east a distance of 233.70 feet to an iron pin; run thence north 04°14'58" west a distance of 27.65 feet to an iron pin; run thence north 04°14'59" west a distance of 83.05 feet to an iron pin; run thence north 04°14'59" west a distance of 27.23 feet to an iron pin; run thence north 15°35'02" west a distance of 124.43 feet to an iron pin; run thence north 81°07'43" east a distance of 196.50 feet to an iron pin; run thence north 32°48'59" east a distance of 159.6 feet to an iron pin at the point of beginning; run thence north 32°48'59" east a distance of 55.29 feet to an iron pin; run thence south 74°16'31" east a distance of 123.06 feet to an iron pin; run thence south 07°20'04" east a distance of 60.15 feet to an iron pin; run thence south 33°53'26" west a distance of 45.95 feet to a point; run thence north 57°00'50" west a distance of 155.55 feet to the point of beginning.

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northern right-of-way of Roberts Drive and the northwestern right-of-way of Georgia 400; run thence westerly along the northern right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northern right-of-way of Roberts Drive with the eastern right-of-way of Lexington Drive; run thence north 02°40'30" west a distance of 250 feet to an iron pin; run thence north 35°26'00" west a distance of 82 feet to an iron pin; run thence north 00°05'00" east a distance of 246.22 feet to an iron pin; run thence north 15°50'00" east a distance of 200 feet to an iron pin; continue thence north 15°50'00" east a distance of 233.70 feet to an iron pin; run thence north 04°14'58" west a distance of 27.65 feet to an iron pin; run thence north 04°14'59" west a distance of 83.05 feet to an iron pin; run thence north 04°14'59" west a distance of 27.23 feet to an iron pin; run thence north 15°35'02" west a distance of 124.43 feet to an iron pin; run thence north 81°07'43" east a distance of 196.50 feet to an iron pin at the point of beginning; run thence north 32°48'59" east a distance of 89.50 feet to an iron pin; run thence south 57°11'01" east a distance of 59.60 feet to a point; run thence south 06°55'07" west a distance of 33.93 feet to a point; run thence south 35°43'13" west a distance of 88.30 feet to an iron pin; run thence north 34°31'06" west a distance of 75.80 feet to the point of beginning.

Together with those rights and interest and restrictions set forth in the Agreement, Reservations and Grant of Easement, dated and filed March 1, 1985 and recorded in Deed Book 9403, page 374, Fulton County, records.

Together with:

Road Property

All that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, being Lexington Road and being more particularly described as follows:

BEGIN at the point of intersection of the northerly right-of-way of Roberts Drive (50 foot right-of-way) and the easterly right-of-way of Lexington Drive; thence North 02 degrees 40 minutes 30 seconds West a distance of 250.0 feet to an iron pin; thence North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence North 15 degrees 50 minutes 00 seconds East a distance of 200.0 feet to an iron pin; thence North 15 degrees 50 minutes 00 seconds East a distance of 233.70 feet to an iron pin; thence North 04 degrees 14 minutes 58 seconds West a distance of 27.65 feet to an iron pin; thence North 04 degrees 14 minutes 59 seconds West a distance of 110.28 feet to an iron pin; thence North 15 degrees 35 minutes 02 seconds West a distance of 124.43 feet to an iron pin; run thence North 15 degrees 35 minutes 02 seconds West a distance of 45.77 feet to an iron pin; thence North 35 degrees 50 minutes 00 seconds West a distance of 378.15 feet to a point; thence South 54 degrees 10 minutes 00 seconds West a distance of 100.0 feet to a concrete monument; thence South 35 degrees 50 minutes 00 seconds East a distance of 378.15 feet to an iron pin; thence South 15 degrees 35 minutes 00 seconds East a distance of 124.35 feet to an iron pin; thence South 00 degrees 06 minutes 47 seconds West a distance of 126.31 feet to an iron pin; thence South 15 degrees 50 minutes 00 seconds West a distance of 422.52 feet to an iron pin; thence South 00 degrees 05 minutes 00 seconds West a distance of 246.22 feet to an iron pin; thence South 45 degrees 48 minutes 25 seconds West a distance of 73.35 feet to an iron pin; thence South 02 degrees 36 minutes 05 seconds East a distance of 283.86 feet to an iron pin on the northerly right-of-way of Roberts Drive (50 foot right-of-way); thence North 86 degrees 58 minutes 45 seconds East along the northerly right-of-way of Roberts Drive a distance of 200.0 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT the following described property:

ALL that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the point of intersection of the northerly right-of-way of Roberts Drive (50 foot right-of-way) and the easterly right-of-way of Lexington Drive, thence South 86 degrees 58 minutes 45 seconds West along the northerly right-of-way of Roberts Drive a distance of 69.79 feet to a point; thence North 2 degrees 48 minutes 55 seconds West a distance of 33.41 feet to the TRUE POINT OF BEGINNING; thence southerly, southwesterly, westerly, northwesterly and northerly an arc distance of 92.70 feet to a point, said arc being subtended by a chord bearing South 87 degrees 2 minutes 49 seconds West a distance of 59.98 feet and having a radius of 30.00 feet; thence North 3 degrees 5 minutes 30 seconds West a distance of 235.18 feet to a point; thence North 27 degrees 15 minutes 41 seconds East a distance of 25.80 feet to a point; thence northeasterly, easterly and southeasterly an arc distance of 29.81 feet to a point, said arc being subtended by a chord bearing North 81 degrees 24 minutes 32 seconds East a distance of 28.12 feet and having a radius of 25.31 feet;

thence South 37 degrees 56 minutes 7 seconds East a distance of 35.14 feet to a point; thence South 2 degrees 48 minutes 55 seconds East a distance of 231.44 feet to the TRUE POINT OF BEGINNING.

The property hereinabove less and excepted being the gatehouse and the island and parking attendant thereto as located in the approximate center of Lexington Drive and near its intersection with Roberts Drive, as more particularly set forth and delineated on that plat of survey for Pulte Homes, Inc., dated June 1, 1983, revised April 25, 1984, June 11, 1984, June 27, 1984, July 12, 1984, August 15, 1984 and January 28, 1985 by Lowe Engineers, recorded at Plat Book 139, Page 86, Fulton County, Georgia Records, which survey is hereby incorporated by reference.

**EXHIBIT B to Amended and Restated Declaration of Covenants
and Restrictions for Dunwoody Plantation**

All that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02 degrees 40 minutes 30 seconds West a distance of 250 feet to an iron pin; thence running North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence running North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence running North 15 degrees 50 minutes 00 seconds East a distance of 233.70 feet to an iron pin; thence running North 15 degrees 50 minutes 00 seconds East a distance of 233.70 feet to an iron pin; thence running North 04 degrees 14 minutes 58 seconds West a distance of 27.65 feet to an iron pin; thence running South 87 degrees 10 minutes 57 seconds East a distance of 206.30 feet to an iron pin; thence running North 08 degrees 26 minutes 56 seconds East a distance of 84.84 feet to the TRUE POINT OF BEGINNING; thence North 08 degrees 26 minutes 56 seconds East a distance of 75.19 feet to a point; thence North 35 degrees 43 minutes 13 seconds East a distance of 65.75 feet to an iron pin; thence South 61 degrees 57 minutes 19 seconds East a distance of 426.77 feet to an iron pin; thence South 27 degrees 13 minutes 49 seconds West a distance of 81.50 feet to an iron pin; thence South 15 degrees 33 minutes 35 seconds West a distance of 36 feet to a point; thence South 15 degrees 33 minutes 35 seconds West a distance of 241.42 feet to a point; thence North 73 degrees 58 minutes 49 seconds West a distance of 186.48 feet to a point; thence North 17 degrees 00 minutes 33 seconds East a distance of 266.28 feet to a point; thence North 66 degrees 07 minutes 19 seconds West a distance of 84.77 feet to a point; thence North 61 degrees 57 minutes 19 seconds West 153.56 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT the Phase I Units, the Phase II Units and the Phase III Units lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

PHASE I

TO FIND THE TRUE POINT OF BEGINNING, begin at the point of intersection of the northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02 degrees 40 minutes 30 seconds West a distance of 250 feet to an iron pin; thence running North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence running North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence North 15 degrees 50 minutes 00 seconds East a distance of 200.0 feet to an iron pin; thence North 15 degrees 50 minutes 00 seconds East a distance of 233.70 feet to an iron pin; thence North 04 degrees 14 minutes 58 seconds West a distance of 27.65 feet to an iron pin; thence South 87 degrees 10 minutes 57 seconds East a distance of 206.30 feet to an iron pin; thence North 08 degrees 26 minutes 56 seconds East a distance of 160.03 feet to an iron pin; thence North 64 degrees 45 minutes 30 seconds East a distance of 12.16 feet to the southwesterly most corner of Unit

of 4.0 feet to a point; thence North 33 degrees 31 minutes 14 seconds East a distance of 8.0 feet to a point; thence North 56 degrees 28 minutes 46 seconds West a distance of 4.0 feet to a point; thence South 33 degrees 31 minutes 14 seconds West a distance of 12.0 feet to a point; thence North 56 degrees 28 minutes 46 seconds West a distance of 3.8 feet to a point; thence North 33 degrees 31 minutes 14 seconds East a distance of 4.0 feet to a point; thence North 56 degrees 28 minutes 46 seconds West a distance of 5.0 feet to a point; thence South 33 degrees 31 minutes 14 seconds West a distance of 4.0 feet to a point; thence North 56 degrees 28 minutes 46 seconds West a distance of 3.7 feet to a point; thence South 33 degrees 31 minutes 14 seconds West a distance of 8.0 feet to a point; thence North 56 degrees 28 minutes 46 seconds West a distance of 16.0 feet to a point; thence North 33 degrees 31 minutes 14 seconds East a distance of 12.0 feet to a point; thence North 56 degrees 28 minutes 46 seconds West a distance of 4.0 feet to a point; thence North 33 degrees 31 minutes 14 seconds East a distance of 4.0 feet to a point; thence North 56 degrees 28 minutes 46 seconds West a distance of 4.0 feet to a point; thence South 33 degrees 31 minutes 14 seconds West a distance of 12.0 feet to a point; thence North 56 degrees 28 minutes 46 seconds West a distance of 5.5 feet to a point; thence North 33 degrees 31 minutes 14 seconds East a distance of 4.0 feet to a point; thence North 56 degrees 28 minutes 46 seconds West a distance of 5.0 feet to a point; thence South 33 degrees 31 minutes 14 seconds West a distance of 4.0 feet to a point; thence North 56 degrees 28 minutes 46 seconds West a distance of 5.5 feet to a point; thence South 33 degrees 31 minutes 14 seconds West a distance of 26.0 feet to the TRUE POINT OF BEGINNING.

PHASE II

TO FIND THE TRUE POINT OF BEGINNING, begin at the point of intersection of the northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02 degrees 40 minutes 30 seconds West a distance of 250 feet to an iron pin; thence running North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence running North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence North 15 degrees 50 minutes 00 seconds East a distance of 200.0 feet to an iron pin; thence North 15 degrees 50 minutes 00 seconds East a distance of 233.70 feet to an iron pin; thence North 04 degrees 14 minutes 58 seconds West a distance of 27.65 feet to an iron pin; thence South 87 degrees 10 minutes 57 seconds East a distance of 206.30 feet to an iron pin; thence North 08 degrees 26 minutes 56 seconds East a distance of 69.53 feet to a point; thence North 08 degrees 26 minutes 56 seconds East a distance of 15.31 feet to a point; thence South 61 degrees 57 minutes 19 seconds East a distance of 153.56 feet to a point; thence South 66 degrees 07 minutes 19 seconds East a distance of 266.42 feet to a point; thence North 15 degrees 33 minutes 35 seconds East a distance of 36.00 feet to a point; thence North 39 degrees 39 minutes 57 seconds West a distance of 57.54 feet to the TRUE POINT OF BEGINNING; thence North 65 degrees 28 minutes 56 seconds West a distance of 20.0 feet to a point; thence North 24 degrees 31 minutes 04 seconds East a distance of 4.0 feet to a point; thence North 65 degrees 28 minutes 56 seconds West a distance of 3.0 feet to a point; thence South 24 degrees 31 minutes 04 seconds West a distance of 1.0 foot to a point; thence North 65 degrees 28 minutes 56 seconds West a distance of 6.0 feet to a point; thence North 24 degrees 31 minutes 04 seconds East a distance of 1.0 foot to a point; thence North 65 degrees 28 minutes 56 seconds West a distance of 11.0 feet to

degrees 28 minutes 56 seconds East a distance of 4.0 feet to a point; thence South 24 degrees 31 minutes 04 seconds West a distance of 12.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 3.8 feet to a point; thence North 24 degrees 31 minutes 04 seconds East a distance of 4.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 5.0 feet to a point; thence South 24 degrees 31 minutes 04 seconds West a distance of 4.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 3.7 feet to a point; thence South 24 degrees 31 minutes 04 seconds West a distance of 8.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 16.0 feet to a point; thence North 24 degrees 31 minutes 04 seconds East a distance of 12.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 4.0 feet to a point; thence North 24 degrees 31 minutes 04 seconds East a distance of 4.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 4.0 feet to a point; thence South 24 degrees 31 minutes 04 seconds West a distance of 12.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 5.5 feet to a point; thence North 24 degrees 31 minutes 04 seconds East a distance of 4.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 5.0 feet to a point; thence South 24 degrees 31 minutes 04 seconds West a distance of 4.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 5.5 feet to a point; thence North 24 degrees 31 minutes 04 seconds East a distance of 10.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 4.0 feet to a point; thence South 24 degrees 31 minutes 04 seconds West a distance of 12.0 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 16.0 feet to a point; thence South 24 degrees 31 minutes 04 seconds West a distance of 9.75 feet to a point; thence South 65 degrees 28 minutes 56 seconds East a distance of 4.0 feet to a point; thence South 24 degrees 31 minutes 04 seconds West a distance of 5.0 feet to a point; thence North 65 degrees 28 minutes 56 seconds West a distance of 4.0 feet to a point; thence South 24 degrees 31 minutes 04 seconds West a distance of 5.25 feet to the TRUE POINT OF BEGINNING.

PHASE III

TO FIND THE TRUE POINT OF BEGINNING, begin at the point of intersection of the northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02 degrees 40 minutes 30 seconds West a distance of 250 feet to an iron pin; thence running North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence running North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence North 15 degrees 50 minutes 00 seconds East a distance of 200.0 feet to an iron pin; thence North 15 degrees 50 minutes 00 seconds East a distance of 233.70 feet to an iron pin; thence North 04 degrees 14 minutes 58 seconds West a distance of 27.65 feet to an iron pin; thence South 87 degrees 10 minutes 57 seconds East a distance of 206.30 feet to an iron pin; thence North 08 degrees 26 minutes 56 seconds East a distance of 69.53 feet to a point; thence North 08 degrees 26 minutes 56 seconds East a distance of 15.31 feet to a point; thence South 61 degrees 57 minutes 19 seconds East a distance of 153.56 feet to a point; thence South 66 degrees 07 minutes 19 seconds East a distance of 266.42 feet to a point; thence South 15 degrees 33 minutes 35 seconds West a distance of 241.42 feet to a point; thence North 43 degrees 52 minutes 54 seconds West a distance of 113.82 feet to the TRUE POINT OF BEGINNING; thence North 17 degrees 00 minutes 30

PHASE FOUR

All that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02 degrees 40 minutes 30 seconds West a distance of 250 feet to an iron pin; thence running North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence running North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence running North 15 degrees 50 minutes 00 seconds East a distance of 200 feet to an iron pin; thence South 73 degrees 41 minutes 09 seconds East a distance of 142.98 feet to a point; thence South 73 degrees 41 minutes 09 seconds East a distance of 214.17 feet to a point; thence North 16 degrees 18 minutes 51 seconds East a distance of 82.87 feet to the TRUE POINT OF BEGINNING; thence North 73 degrees 58 minutes 49 seconds West a distance of 30.91 feet to a point; thence North 16 degrees 36 minutes 33 seconds East a distance of 277.85 feet to a point; thence South 66 degrees 07 minutes 19 seconds East a distance of 84.77 feet to a point; thence South 17 degrees 00 minutes 33 seconds West a distance of 266.28 feet to a point; thence North 73 degrees 58 minutes 49 seconds West a distance of 51.33 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT Lots 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46, Block A, Dunwoody Plantation, Phase 4, and being more particularly shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 135, page 24, Fulton County, Georgia records, which plat is hereby referred to and incorporated herein by reference.

PHASE FIVE

All that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02 degrees 40 minutes 30 seconds West a distance of 250 feet to an iron pin; thence running North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence running North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence running North 15 degrees 50 minutes 00 seconds East a distance of 200 feet to the TRUE POINT OF BEGINNING; thence North 15 degrees 50 minutes 00 seconds East a distance of 233.70 feet to a point; thence South 06 degrees 28 minutes 46 seconds East a distance of 195.70 feet to a point; thence North 16 degrees 01 minutes 59 seconds East a distance of 88.37 feet to a point; thence North 08 degrees 26 minutes 56 seconds East a distance of 69.53 feet to a point; thence North 08 degrees 26 minutes 56 seconds East a distance of 15.31 feet to a point; thence South 61 degrees 57 minutes 19 seconds East a distance of 66.63 feet to a point; thence South 16 degrees 01 minutes 59 seconds West a distance of 295.94 feet to a point; thence North 73 degrees 58 minutes 49 seconds West a distance of 102.84 feet to a point; thence South 15 degrees 02 minutes 13 seconds West a distance of 81.77 feet to a point; thence North 73 degrees 41 minutes 09 seconds West a distance of 142.98 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT Lots 68, 69, 70, 71, 72, and 73, Block A, Dunwoody Plantation, Phase 5, and being more particularly shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 135, page 24, Fulton County, Georgia records, which plat is hereby referred to and incorporated herein by reference.

Together with:

PHASE SIX

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02°40'30" West a distance of 250 feet to an iron pin; thence running North 35°26'00" West a distance of 82.0 feet to an iron pin; thence running North 00°05'00" East a distance of 246.22 feet to an iron pin; thence running North 15°50'00" East a distance of 200 feet to an iron pin; thence South 73°41'09" East a distance of 142.98 feet to a point; thence running South 73°41'09" East a distance of 214.17 feet to a point which is the TRUE POINT OF BEGINNING; thence running North 16°18'51" East a distance of 82.87 feet to a point; thence running South 73°58'49" East a distance of 51.33 feet to a point; thence running South 73°58'49" East a distance of 186.48 feet to a point; thence running South 15°33'35" West a distance of 84.09 feet to a point; thence running North 73°41'09" West a distance of 238.91 feet to the POINT OF BEGINNING.

LESS AND EXCEPT Lots 28, 29, 30, 31, 32, 33, 34 and 35, Block A, Dunwoody Plantation, Phase 6, and being more particularly shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 135, page 116, Fulton County, Georgia records, which plat is hereby referred to and made a part hereof by reference.

PHASE SEVEN

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North 02°40'30" West a distance of 250 feet to an iron pin; thence running North 35°26'00" West a distance of 82.0 feet to an iron pin; thence running North 00°05'00" East a distance of 246.22 feet to an iron pin; thence running North 15°50'00" East a distance of 200 feet to an iron pin; thence South 73°41'09" East a distance of 142.98 feet to a point which point is the TRUE POINT OF BEGINNING; thence running South 73°41'09" East a distance of 214.17 feet to a point; thence running North 16°18'51" East a distance of 82.87 feet to a point; thence running North 73°58'49" West a distance of 30.91 feet to a point; thence running North 16°36'33" East a distance of 48.99 feet to a point; thence running North 73°58'49" West a distance of 82.73 feet to a point; thence running South 16°01'59" West a distance of 48.99 feet to a point; thence running North 73°58'49" West a distance of 102.84 feet to a point; thence running South 15°02'13" West a distance of 81.77 feet to the POINT OF BEGINNING.

LESS AND EXCEPT Lots 58, 59, 60, 61, 62, 63, 64, 65, 66 and 67, Block A, Dunwoody Plantation, Phase 7, and being more particularly shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 135, page 116, Fulton County, Georgia records, which plat is hereby referred to and made a part hereof by reference.

Together with:

PHASE EIGHT

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northerly right-of-way of Roberts Drive and the northwesterly right-of-way of Georgia 400; thence running in a westerly direction along the northerly right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northerly right-of-way of Roberts Drive with the easterly right-of-way of Lexington Drive; thence running North $02^{\circ}40'30''$ West a distance of 250 feet to an iron pin; thence running North $35^{\circ}26'00''$ West a distance of 82.0 feet to an iron pin; thence running North $00^{\circ}05'00''$ East a distance of 246.22 feet to an iron pin; thence running North $15^{\circ}50'00''$ East a distance of 200 feet to an iron pin; thence running South $73^{\circ}41'09''$ East a distance of 142.98 feet to a point; thence running North $15^{\circ}02'13''$ East a distance of 81.77 feet to a point; thence running South $73^{\circ}58'49''$ East a distance of 102.84 feet to a point; thence running North $16^{\circ}01'59''$ East a distance of 48.99 feet to a point, which point of the TRUE POINT OF BEGINNING; thence running South $73^{\circ}58'49''$ East a distance of 82.73 feet to a point; thence running North $16^{\circ}36'33''$ East a distance of 228.86 feet to a point; thence running North $61^{\circ}57'19''$ West a distance of 86.93 feet to a point; thence running South $16^{\circ}01'59''$ West a distance of 246.95 feet to the point of beginning.

LESS AND EXCEPT Lots 47, 48, 49, 50, 51, 52, 53, 54, 55, 56 and 57, Block A, Dunwoody Plantation, Phase 8, and being more particularly shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 136, page 92, Fulton County, Georgia records, which plat is hereby referred to and made a part hereof by reference.

Together with:

PHASE NINE AND TEN

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northern right-of-way of Roberts Drive and the northwestern right-of-way of Georgia 400; thence running in a westerly direction along the northern right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northern right-of-way of Roberts Drive with the eastern right-of-way of Lexington Drive; thence running North $02^{\circ}40'30''$ West a distance of 250 feet to an iron pin; thence running North $35^{\circ}26'00''$ West a distance of 82.0 feet to an iron pin; thence running North $00^{\circ}05'00''$ East a distance of 246.22 feet to an iron pin; thence running North $15^{\circ}50'00''$ East a distance of 200 feet to an iron pin; thence continuing North $15^{\circ}50'00''$ East a distance of 176.03 feet to a point which is the TRUE POINT OF BEGINNING; thence running South $86^{\circ}28'46''$ East a distance of 195.70 feet to a point; thence running North $16^{\circ}01'59''$ East a distance of 88.37 feet to a point; thence running North $87^{\circ}10'57''$ West a distance of 206.30 feet to a point; thence running South $04^{\circ}14'58''$ East a distance of 27.65 feet to a point; thence running South $15^{\circ}50'00''$ West a distance of 57.67 feet to the point of beginning.

LESS AND EXCEPT Lots 74, 75, 76, 77, 78, 79, 80, 81, and 82, Block A, Phase 9, Dunwoody Plantation, Phase I, and being more particularly shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 137, page 87, Fulton County, Georgia records, which plat is hereby referred to and made a part hereof by reference.

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northern right-of-way of Roberts Drive and the northwestern right-of-way of Georgia 400; thence running in a westerly direction along the northern right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northern right-of-way of Roberts Drive with the eastern right-of-way of Lexington Drive; thence running North $02^{\circ}40'30''$ West a distance of 250 feet to an iron pin; thence running North $35^{\circ}26'00''$ West a distance of 82.0 feet to an iron pin; thence running North $00^{\circ}05'00''$ East a distance of 246.22 feet to an iron pin; thence running North $15^{\circ}50'00''$ East a distance of 200 feet to an iron pin; thence continuing North $15^{\circ}50'00''$ East a distance of 176.03 feet to a point; thence continuing North $15^{\circ}50'00''$ East a distance of 57.67 feet to a point; thence running North $04^{\circ}14'58''$ West a distance of 27.65 feet to the TRUE POINT OF BEGINNING; thence running South $87^{\circ}10'57''$ East a distance of 206.30 feet to a point; thence running North $08^{\circ}26'56''$ East a distance of 69.53 feet to a point; thence running North $83^{\circ}48'08''$ West a distance of 223.74 feet to a point; thence running South $04^{\circ}14'59''$ East a distance of 83.05 feet to the point of beginning.

LESS AND EXCEPT Lots 83, 84, 85, 86, 87, 88, 89, 90, 91 and 92, Block A, Phase 10, Dunwoody Plantation, Phase II, and being more particularly shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 137, page 87, Fulton County, Georgia records, which plat is hereby referred to and made a part hereof by reference.

Together with:

PHASE ELEVEN AND TWELVE

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northern right-of-way of Roberts Drive and the northwestern right-of-way of Georgia 400; run thence westerly along the northern right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northern right-of-way of Roberts Drive with the eastern right-of-way of Lexington Drive; run thence north 02°40'30" west a distance of 250 feet to an iron pin; run thence north 35°26'00" west a distance of 82 feet to an iron pin; run thence north 00°05'00" east a distance of 246.22 feet to an iron pin; run thence north 15°50'00" east a distance of 200 feet to an iron pin; continue thence north 15°50'00" east a distance of 233.70 feet to an iron pin; run thence north 04°14'58" west a distance of 27.65 feet to an iron pin; run thence north 04°14'59" west a distance of 83.05 feet to the point of beginning; run thence north 04°14'59" west a distance of 27.23 feet to an iron pin; run thence north 15°35'02" west a distance of 124.43 feet to an iron pin; run thence north 81°07'43" east a distance of 196.50 feet to an iron pin; run thence south 34°31'06" east a distance of 135.91 feet to an iron pin; run thence south 08°26'56" west a distance of 90.50 feet to an iron pin; run thence north 83°47'38" west a distance of 223.73 feet to the point of beginning.

LESS AND EXCEPT Lots 93, 94, 95, 96, 97, 98, 99, and 100, Block A, Phase 11, Dunwoody Plantation, Phase II, and being more particularly shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 139, page 9, Fulton County, Georgia records, which plat is hereby referred to and made a part hereof by reference.

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northern right-of-way of Roberts Drive and the northwestern right-of-way of Georgia 400; run thence westerly along the northern right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northern right-of-way of Roberts Drive with the eastern right-of-way of Lexington Drive; run thence north 02°40'30" west a distance of 250 feet to an iron pin; run thence north 35°26'00" west a distance of 82 feet to an iron pin; run thence north 00°05'00" east a distance of 246.22 feet to an iron pin; run thence north 15°50'00" east a distance of 200 feet to an iron pin; continue thence north 15°50'00" east a distance of 233.70 feet to an iron pin; run thence north 04°14'58" west a distance of 27.65 feet to an iron pin; run thence north 04°14'59" west a distance of 83.05 feet to an iron pin; run thence north 04°14'59" west a distance of 27.23 feet to an iron pin; run thence north 15°35'02" west a distance of 124.43 feet to an iron pin; run thence north 81°07'43" east a distance of 196.50 feet to an iron pin; run thence south 34°31'06" east a distance of 75.80 feet to the point of beginning; run thence north 35°43'13" east a distance of 88.30 feet to a point; run thence north 06°55'07" east a distance of 33.93 feet to a point; run thence north 57°11'01" west a distance of 59.60 feet to an iron pin; run thence north 32°40'59" east a distance of 70.10 feet to an iron pin; run thence south 57°00'50" east a distance of 155.55 feet to a point; run thence north 33°53'26" east a distance of 45.95 feet to an iron pin; run thence south 56°59'25" east a distance of 86.87 feet to an iron pin; run thence south 27°21'47" west a distance of 101.31 feet to an iron pin; run thence north 61°57'19" west a distance of 132.22 feet to an iron pin; run thence south 35°43'13" west a distance of 65.75 feet to an iron pin; run thence north 34°31'06" west a distance of 60.11 feet to the point of beginning.

LESS AND EXCEPT Lots 112, 113, 114, 115, 116, 117, 118, and 119, Block A, Phase 12, Dunwoody Plantation, Phase II, and being more particularly shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 139, page 9, Fulton County, Georgia records, which plat is hereby referred to and made a part hereof by reference.

Together with.

PHASE THIRTEEN AND FOURTEEN

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northern right-of-way of Roberts Drive and the northwestern right-of-way of Georgia 400; run thence westerly along the northern right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northern right-of-way of Roberts Drive with the eastern right-of-way of Lexington Drive; run thence north 02°40'30" west a distance of 250 feet to an iron pin; run thence north 35°26'00" west a distance of 82 feet to an iron pin; run thence north 00°05'00" east a distance of 246.22 feet to an iron pin; run thence north 15°50'00" east a distance of 200 feet to an iron pin; continue thence north 15°50'00" east a distance of 233.70 feet to an iron pin; run thence north 04°14'58" west a distance of 27.65 feet to an iron pin; run thence north 04°14'59" west a distance of 83.05 feet to an iron pin; run thence north 04°14'59" west a distance of 27.23 feet to an iron pin; run thence north 15°35'02" west a distance of 124.43 feet to an iron pin; run thence north 81°07'43" east a distance of 196.50 feet to an iron pin; run thence north 32°48'59" east a distance of 159.6 feet to an iron pin at the point of beginning; run thence north 32°48'59" east a distance of 55.29 feet to an iron pin; run thence south 74°16'31" east a distance of 123.06 feet to an iron pin; run thence south 07°20'04" east a distance of 60.15 feet to an iron pin; run thence south 33°53'26" west a distance of 45.95 feet to a point; run thence north 57°00'50" west a distance of 155.55 feet to the point of beginning.

LESS AND EXCEPT Lots 106, 107, 108, 109, 110 and 111, Block A, Phase 13, Dunwoody Plantation, Phase II, and being more particularly shown on plat of survey prepared by Lowe Engineers, Inc., recorded in Plat Book 139, page 23 Fulton County, Georgia records, which plat is hereby referred to and made a part hereof by reference.

ALL THAT TRACT or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located at the intersection of the northern right-of-way of Roberts Drive and the northwestern right-of-way of Georgia 400; run thence westerly along the northern right-of-way of Roberts Drive a distance of 394 feet to the intersection of said northern right-of-way of Roberts Drive with the eastern right-of-way of Lexington Drive; run thence north 02°40'30" west a distance of 250 feet to an iron pin; run thence north 35°26'00" west a distance of 82 feet to an iron pin; run thence north 00°05'00" east a distance of 246.22 feet to an iron pin; run thence north 15°50'00" east a distance of 200 feet to an iron pin; continue thence north 15°50'00" east a distance of 233.70 feet to an iron pin; run thence north 04°14'58" west a distance of 27.65 feet to an iron pin; run thence north 04°14'59" west a distance of 83.05 feet to an iron pin; run thence north 04°14'59" west a distance of 27.23 feet to an iron pin; run thence north 15°35'02" west a distance of 124.43 feet to an iron pin; run thence north 81°07'43" east a distance of 196.50 feet to an iron pin at the point of beginning; run thence north 32°48'59" east a distance of 89.50

Together with those rights, interests and restrictions set forth in the Agreement, Reservation and Grant of Easement, dated and filed March 1, 1985 and recorded in Deed Book 9403, page 374, Fulton County records.

Together with:

Road Property

All that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, being Lexington Road and being more particularly described as follows:

BEGIN at the point of intersection of the northerly right-of-way of Roberts Drive (50 foot right-of-way) and the easterly right-of-way of Lexington Drive; thence North 02 degrees 40 minutes 30 seconds West a distance of 250.0 feet to an iron pin; thence North 35 degrees 26 minutes 00 seconds West a distance of 82.0 feet to an iron pin; thence North 00 degrees 05 minutes 00 seconds East a distance of 246.22 feet to an iron pin; thence North 15 degrees 50 minutes 00 seconds East a distance of 200.0 feet to an iron pin; thence North 15 degrees 50 minutes 00 seconds East a distance of 233.70 feet to an iron pin; thence North 04 degrees 14 minutes 58 seconds West a distance of 27.65 feet to an iron pin; thence North 04 degrees 14 minutes 59 seconds West a distance of 110.28 feet to an iron pin; thence North 15 degrees 35 minutes 02 seconds West a distance of 124.43 feet to an iron pin; run thence North 15 degrees 35 minutes 02 seconds West a distance of 45.77 feet to an iron pin; thence North 35 degrees 50 minutes 00 seconds West a distance of 378.15 feet to a point; thence South 54 degrees 10 minutes 00 seconds West a distance of 100.0 feet to a concrete monument; thence South 35 degrees 50 minutes 00 seconds East a distance of 378.15 feet to an iron pin; thence South 15 degrees 35 minutes 00 seconds East a distance of 124.35 feet to an iron pin; thence South 00 degrees 06 minutes 47 seconds West a distance of 126.31 feet to an iron pin; thence South 15 degrees 50 minutes 00 seconds West a distance of 422.52 feet to an iron pin; thence South 00 degrees 05 minutes 00 seconds West a distance of 246.22 feet to an iron pin; thence South 45 degrees 48 minutes 25 seconds West a distance of 73.35 feet to an iron pin; thence South 02 degrees 36 minutes 05 seconds East a distance of 283.86 feet to an iron pin on the northerly right-of-way of Roberts Drive (50 foot right-of-way); thence North 86 degrees 58 minutes 45 seconds East along the northerly right-of-way of Roberts Drive a distance of 200.0 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPT the following described property:

ALL that tract or parcel of land lying and being in Land Lot 366 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the point of intersection of the northerly right-of-way of Roberts Drive (50 foot right-of-way) and the easterly right-of-way of Lexington Drive, thence South 86 degrees 50 minutes 45 seconds West along the northerly right-of-way of Roberts Drive a distance of 69.79 feet to a point; thence North 2 degrees 48 minutes 55 seconds West a distance of 33.41 feet to the TRUE POINT OF BEGINNING; thence southerly, southwesterly, westerly, northwesterly and northerly an arc distance of 92.70 feet to a point, said arc being subtended by a chord bearing South 87 degrees 2 minutes 49 seconds West a distance of 59.98 feet and having a radius of 30.00 feet; thence North 3 degrees 5 minutes 30 seconds West a distance of 235.18 feet to a point; thence North 27 degrees 15 minutes 41 seconds East a distance of 25.80 feet to a point; thence northeasterly, easterly and southeasterly an arc distance of 29.81 feet to a point, said arc being subtended by a chord bearing North 01 degrees 24 minutes 32 seconds East a distance of 28.12 feet and having a radius of 25.31 feet;

thence South 37 degrees 56 minutes 7 seconds East a distance of 35.14 feet to a point; thence South 2 degrees 48 minutes 55 seconds East a distance of 231.44 feet to the TRUE POINT OF BEGINNING.

The property hereinabove less and excepted being the gatehouse and the island and parking attendant thereto as located in the approximate center of Lexington Drive and near its intersection with Roberts Drive, as more particularly set forth and delineated on that plat of survey for Pulte Homes, Inc., dated June 1, 1983, revised April 25, 1984, June 11, 1984, June 27, 1984, July 12, 1984, August 15, 1984 and January 20, 1985 by Lowe Engineers, recorded at Plat Book 139, Page 86, Fulton County, Georgia Records, which survey is hereby incorporated by reference.