

CHATTAHOOCHEE HILLS

5313.0001

Declaration and Agreement of Covenants (Development Agreement)
Recorded 7/8/83
Deed Book 2488, Page 262..... 1

Articles of Incorporation (Certified Copy)
Filed 9/20/84..... 2

Amendment to Declaration and Agreement of Covenants
(Development Agreement)
Recorded 7/8/90
Deed Book 5876, Page 11..... 3

Assignment
Recorded 2/7/90
Deed Book 5876, Page 13..... 4

Amended and Restated Declaration of Covenants, Conditions and Restrictions
For Chattahoochee Hills Homeowners Association, Inc.
Recorded 6/16/92
Deed Book 7541, Page 1..... 5

By-Laws of Chattahoochee Hills Homeowners Association, Inc.
(recorded with Amended and Restated Declaration on 6/16/92)
Deed Book 7541, Page 68..... 6

- * - SF assessments
- maint- sandre parking pads
- Consent to amendments

2100

5/8/96/11

DECLARATION AND AGREEMENT OF COVENANTS
(DEVELOPMENT AGREEMENT)

FILED IN OFFICE
CLERK OF SUPERIOR COURT
JUL 8 12 00 PM '83
REC'D IN TO 2588
PAGE NO. 262
DATE FILED IN OFFICE
GWINNETT COUNTY, GA

BOOK 2588 PAGE 262

STATE OF GEORGIA)
)
COUNTY OF GWINNETT)

Know all men by these presents, that this Declaration and Agreement of Covenants, made and entered into this] day of July, 1983, by and between CHATTAHOOCHEE HILLS, INC., a Georgia Corporation and DONALD L. DEIBERT, individually (who owns at least 50 percent of the issued and outstanding capital stock of Chattahoochee Hills, Inc.), Parties of the First Part (hereinafter collectively referred to as "Declarant"), and PARTRIDGE GREENE, INC., a Georgia corporation, Party of the Second Part (hereinafter referred to as "PGI").

W I T N E S S E T H:

WHEREAS, PGI has conveyed to Declarant by Warranty Deed 108.673 acres of land to be developed as townhouses and flats, attached or detached, clustered or unclustered, single-family dwelling units with ownership in fee simple or condominium form (hereinafter referred to as the "Townhouse Site") and being land described on Exhibit "A" attached hereto and made a part hereof by reference as though set forth fully herein; and

WHEREAS, Declarant has reconveyed to PGI the land described on Exhibit "A" attached hereto and made a part hereof by reference thereto under a Purchase Money Deed to Secure Debt of even date herewith (even though 37 acres of said land described as Tract No. One (1) is being released simultaneously with said closing from the lien of the Purchase Money Deed to Secure Debt from Declarant to PGI); and

WHEREAS, PGI is the owner of other tracts and parcels of land ("PGI Land") in the vicinity of the tract of land described on Exhibit "A" attached hereto and made a part hereof; and

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WHEREAS, the development of the Townhouse Site will have a direct effect on the value and success of the other PGI land located in the vicinity of this land as well as on the unreleased tracts conveyed by Declarant to PGI under the Purchase Money Deed to Secure Debt referred to hereinabove; and

WHEREAS, the development of the Townhouse Site will continue to have a direct effect on the value and success of the other PGI land in the vicinity of the Townhouse Site even after the indebtedness owing to PGI under the Purchase Money Deed to Secure Debt from Declarant to PGI of even date herewith is paid in full and said Purchase Money Deed to Secure Debt satisfied and released of record; and

WHEREAS, Declarant and PGI desire that a general plan of restrictions with respect to the Townhouse Site be established in order to promote the efficient and convenient development of said Townhouse Site and to preserve the value and quality of both the PGI land and the Townhouse Site.

NOW THEREFORE, in recognition of the aforesaid recitals and as part of the consideration for and in order to carry out a contractual condition of the Agreement for the Sale and Purchase of the real property described on Exhibit "A" between the Parties hereto and in consideration of the benefits which will accrue to the Parties hereto from the recordation of this Declaration and Agreement of Covenants--Development Agreement, Declarant hereby declares that the Townhouse Site, which is more particularly described and identified on Exhibit "A" attached hereto and made a part hereof by reference hereto as though set forth fully herein shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the following covenants and restrictions:

1. Definitions. As used herein, the following terms shall have the following meanings:

(a) Declarant: Declarant shall include each successor and assign of Declarant which is an Owner of all or any legal

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parcel constituting a portion of the Townhouse Site.

(b) Occupant: The term "Occupant" shall mean any person, which from time to time is entitled to use or occupy all or any portion of the Townhouse Site, whether by lease, license, concession or other agreement directly or indirectly with any Owner or Occupant of all or any portion of the Townhouse Site or any improvement thereto. An Occupant may be an owner, but need not be.

(c) Owner: The term "Owner" shall mean the record fee Owner of all or any portion of the Townhouse Site.

(d) Person: The term "person" shall include individuals, as well as partnerships, corporations and any other form of business or legal entity.

(e) Restrictions: The term "Restrictions" shall mean the covenants, restrictions, conditions and provisions contained herein, as they may from time to time be amended or supplemented.

2. Restrictions Run with Townhouse Site.

(a) The Restrictions are in furtherance of a general plan for the improvement, use and sale of the Townhouse Site and are established for the purposes of enhancing and protecting the mutual value, desirability and attractiveness of both the Townhouse Site, and every part thereof, and the PGI Land, and every part thereof. The Restrictions shall run with the Townhouse Site, and shall be binding on the Townhouse Site, the Declarant and all Owners and Occupants of the Townhouse Site, or any part thereof or improvement thereon, and their respective successors and assigns, and shall inure to the benefit of PGI, the Declarant (only so long as, and to the extent, Declarant shall own any portion of the Townhouse Site) and all owners and occupants of the Townhouse Site, or parts thereof.

(b) Upon such transfer or conveyance which creates a new Owner or Occupant of the Townhouse Site, or any part thereof or improvement thereon, all the Restrictions shall be binding

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upon such new Owner or Occupant with respect to the interest so conveyed. Declarant agrees that any deed, lease or other instrument by which it shall transfer or convey the Townhouse Site or any portion thereof (i) shall either specifically refer to this Agreement and the covenants contained herein, or shall contain all of the covenants herein contained, (ii) shall provide that such transfer or conveyance shall be subject to such covenants, and (iii) shall provide that the grantee thereunder accept, acknowledge and agree to abide by such covenants, for itself and its successors and assigns. Unless specifically assumed in writing by such new Owner or Occupant, the obligations of the transferor or grantor, as such prior Owner or Occupant, in respect to the period during which such person was such an Owner or Occupant, shall not be extinguished by the transfer or grant.

(c) In the event that Declarant does not comply with all the provisions of Sub-paragraph (b) of this Paragraph 2 as to transfers or conveyances by Deed, Lease or other instrument of the Townhouse Site or any portion thereof, such new Owner, Occupant, transferee or lessee or other person, or entity holding or claiming any right, title or interest in and to the Townhouse Site or any portion thereof, shall be subject to all the terms and provisions of this Declaration and Agreement of Covenants--Development Agreement by virtue of the filing for record in the Deed Records of Gwinnett County, Georgia of this Declaration and Agreement to the same extent as though Declarant had complied with Sub-paragraph (b) of Paragraph 2 hereof.

3. Development Density Limitation. The Townhouse Site may not exceed six (6) units per gross acre. The unit density of Release Tract I shall not exceed six (6) units per gross acre unless the indebtedness evidenced by the purchase money note secured by the purchase money deed to secure debt to PGI of even date herewith, has been fully paid and PGI approves the development plans. As to Release Tracts 2, 3A and 3B, lying within the Townhouse Tract and as shown on a Plat of Survey

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for Chattahoochee Hills, Inc. prepared by Horlbeck & Associates, Inc., Registered Land Surveyors dated June 22, 1983, and incorporated herein by reference thereto, the unit density per gross acre may exceed six (6) units per gross acre, provided PGI approves the development plans and the effect of such higher densities will not cause the entire Townhouse Site described on Exhibit "A" attached hereto and made a part hereof to exceed a total unit density of more than six (6) units per gross acre.

4. Construction Standards.

(a) Declarant shall not commence any clearing, grading or construction of any improvements on the Townhouse Site until PGI has reviewed and approved in writing a complete set of the development plans for the Townhouse Site. Such approval must be in writing and if disapproval is not given within 20 days of submittal, approval shall be deemed granted. Without limiting the foregoing, Declarant shall have a right of approval over the following, to be exercised prior to submission of any item to any governmental authority. Such approval or disapproval shall be given by Declarant within 30 days of submission or shall be deemed approved.

- (i) site plans;
- (ii) landscaping and signs;
- (iii) building elevation;
- (iv) exterior materials of structures including roofs on the Townhouse Site; the exterior wall finish of at least 60% of the dwelling units on the property shall be brick and the exterior wall finish on the remainder of the dwelling units may be a combination of brick and smooth "French" finish stucco or all smooth "French" finish stucco, but in no event shall wood, wood siding or any other exterior finish or materials be used, excluding facia trim and shutters;
- (v) exterior stains and color schemes of all structures.

(vi) the location and capacity of all utility lines which will serve or be located within the property; the location and capacity of utility lines must, in any event, be

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such that the lines will provide adequate utility service to Release Tracts 2, 3A and 3B which form the security for an indebtedness owing to PGI and as set forth in a purchase money note and purchase money Deed to Secure Debt of even date herewith from Declarant to PGI;

(b) All roofs shall be of permanent material including No. 345 # fiberglass or asphalt shingles, slate, copper or other material acceptable and approved by PGI.

(c) Recreational facilities, which are reasonable when compared to recreational facilities for similar developments, must be provided, either within the bounds of the property described on Exhibit "A" attached hereto and made a part hereof or as may otherwise be approved by the Mayor and Council of the City of Duluth, Georgia whether the City requires such improvements to be within the bounds of the lands described on Exhibit "A" or not;

(d) Along public streets and main driveways abutting and within Townhouse Site, a red maple tree, which is machine dug and which meets American Association of Nurserymen standards and which is not less than 25 feet in height and has not less than a 6 inch caliber one foot above the ball shall be planted at least every 50 feet along the right of way or driveway, as the case may be;

(e) All development on the Townhouse Site must comply with all applicable governmental codes, ordinances and regulations, without variance of standard requirements; without limiting the foregoing, there shall be no variance of parking, density and height restrictions. Declarant shall not seek any change in or variance of the zoning classification of the Townhouse Site without the prior written consent of PGI.

(f) The only covenants or restrictions which Declarant may impose on the property are those specifically approved by PGI;

5. Timely Development. Declarant must promptly, after the recording of this document on the records of the Clerk of

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Superior Court of Gwinnett County, Georgia undertake and commence development of the Townhouse Site, for use as townhouses and flats, attached or detached, single-family dwelling units with ownership in fee simple or condominium form with the densities not to exceed the density provided for in Paragraph 3 hereof, by taking all steps necessary to cause to be prepared appropriate development plans for such use and by submitting such plans for review and approval by the appropriate governmental authorities, after approval of such plans by PGI as hereinabove provided. Such approval or disapproval shall be given by PGI within thirty days of submittal or shall be deemed approved. The development of the Townhouse Site in accordance with the approved plans shall thereafter be diligently pursued to completion in a timely and orderly manner, the development of the property described on Exhibit "A" to be in accordance with approved development plans as approved by the appropriate governmental authorities and PGI. PGI shall have the right to impose such requirements and conditions on the property as may be reasonably necessary to assure compliance by Declarant with the provisions of this paragraph.

6. Estoppel Certificate. PGI will, within 10 days following each request, deliver to Declarant an estoppel certificate stating whether or not PGI knows of any default by Declarant or any owner or Occupant in the performance and /or compliance with the terms and conditions of this Declaration, and if so, stating the nature and extent of such default.

7. Duration and Modification.

(a) This Declaration, and the covenants, conditions and restrictions it creates, shall operate and be effective for a period of twenty (20) years after it is first recorded in the Official Records of Gwinnett County.

(b) This Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may not be terminated, extended, modified or amended, as to the Townhouse Site or any portion thereof, without written consent of the then

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owners of (i) a majority of the acreage of the Townhouse Site, and (ii) PGI. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed by all such parties and recorded in the Official Records of Gwinnett County.

(c) Declarant has this date executed and delivered to PGI a Deed to Secure Debt conveying to PGI title to the Townhouse Site as security for certain indebtedness. In the event that PGI, either through foreclosure of the Deed to Secure Debt of even date herewith to PGI executed by Chattahoochee Hills, Inc. or in the event that PGI accepts a Deed in lieu of foreclosure of said purchase money Deed to Secure Debt whereby PGI obtains fee-simple title to all or any part of the Townhouse Site, PGI shall have the right to modify and/or terminate all restrictions created by this Declaration as to such portion of the Townhouse Site property described on Exhibit "A" which is reacquired by PGI through foreclosure of the purchase money Deed to Secure Debt or Deed in lieu of foreclosure of the purchase money Deed to Secure Debt.

8. Not a Public Declaration. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Townhouse Site to or for the general public or for any public purpose whatsoever. Declarant expressly intends that this Declaration shall be strictly limited to and for the purposes expressed herein.

9. Severability. If any provision or portion of any provision hereof is or shall become illegal or void for any reason, or be so held by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

10. Remedies for Breach. In the event of any violation or threatened violation of any provision of any Restriction contained in this Declaration by Declarant or any Owner or Occupant of all or any portion of the Townhouse Site, or any

improvement thereto, in addition to any other remedies provided herein or available at law or in equity, the owner of all or any portion of the PGI Land or the Townhouse Site shall have the right to enjoin such violation or threatened violation in any court of competent jurisdiction.

11. No Partnership. No provision of this Declaration, nor any act of any Owner or Occupant pursuant hereto, shall be deemed or construed to create the relationship of principal and agent or of partnership, joint venture or other association among Declarant, any of the Owners and/or any of the Occupants.

12. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration by any Owner or Occupant of any portion of the Townhouse Site shall entitle any other Owner or Occupant to cancel, rescind or otherwise terminate this Declaration. Any such breach shall not defeat or render invalid the lien of any mortgage or Deed to Secure Debt covering all or any portion of the Townhouse Site made in good faith for value, but the restrictions shall be binding upon and effective against every Owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale, or otherwise.

13. Failure to Enforce Not a Waiver of Rights. The failure of PGI, Declarant or any owner of all or any portion of the Townhouse Site to enforce any Restriction shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Restriction. The consent or approval by PGI to any proposed development or construction activity by Declarant or any owner of all or any portion of the Townhouse Site pursuant to Paragraphs 4 and 5 hereof shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar or dissimilar act or request.

14. No Third Person Benefitted. This Declaration is made for the sole protection and benefit of those persons and properties referred to in Paragraph 2 hereof, and no other person or persons shall have any right of action hereon.

15. Donald L. Deibert, as a principal stockholder (owning at least 50% of the issued and outstanding stock) of Declarant, hereby agrees that he is personally responsible for the performance by Declarant of the requirements of this Declaration, including without limitation the performance of all such conditions, restrictions and covenants set forth herein and that he is personally liable to PGI for any breach thereof so long as written notice of such breach has been given by PGI to Donald L. Deibert and the said Donald L. Deibert shall remain personally liable until such breach is reasonably corrected to the satisfaction of PGI.

(A) Notice of Default -- Opportunity to Cure - The written notice of the breach of this Agreement shall be given to Declarant and to Donald L. Deibert, which said breach shall be specified in said written notice. Declarant and Donald L. Deibert, either jointly or severally, shall commence corrective action required to cure the breach of this Agreement within fifteen (15) days of receipt of said written notice, and shall cure said breach within thirty (30) days from the date of receipt of such written notice of breach by Declarant and/or Donald L. Deibert, or develop and commence the implementation of an ongoing program acceptable to PGI to cure said breach within fifteen (15) days of the date of receipt of written notice by Declarant and/or Donald L. Deibert where the nature of the breach and the corrections required will not permit the necessary corrective action to be completed within thirty (30) days from the date of such written notice. Notice shall be given to Declarant at 5195 Jimmy Carter Boulevard, Norcross, Georgia 30093 and to Donald L. Deibert at 2947 STONINGTON ROAD *DM* DUNWOODY, GA. 30338. Written notice shall have been deemed to have been delivered and received by Declarant and Donald L. Deibert on the fourth business day after the date of mailing such written notice if said written notice is sent either Certified or Registered Mail to the addresses specified herein

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or to such other addresses as either Declarant or Donald L. Deibert may from time to time in writing specify to PGI as a new address for the purposes of notice under this provision. Written notice delivered to either Declarant or Donald L. Deibert shall constitute notice to both Declarant and Donald L. Deibert.

16. Initial Exclusion of Release Tract 3-B--Future Automatic Inclusion.

The parties hereto agree that Release Tract 3-B as set forth on that certain Survey for Chattahoochee Hills, Inc. prepared by Horlbeck & Associates, Inc. which Plat is recorded in Plat Book 22, Page 107, Gwinnett County Plat Records and being a portion of the property described on Exhibit "A" attached hereto shall not initially be subject to this Declaration and Agreement of Covenants--Development Agreement, the said Release Tract 3-B being hereby excluded so long as that certain purchase money Deed to Secure Debt from Chattahoochee Hills, Inc. to PGI shall be unsatisfied of record. The parties hereto specifically agree that Release Tract 3-B shall by virtue of the satisfaction of the purchase money Deed to Secure Debt referred to herein become automatically included and shall be subject to this Declaration and Agreement of Covenants--Development Agreement automatically by virtue of said cancellation or by virtue of the release of said Tract 3-B by Quit Claim Deed from the lien of the purchase money Deed to Secure Debt, at which time said Release Tract 3-B shall be restricted to residential purposes consistent with and subject to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Declarant, Donald L. Deibert individually and PGI have caused this Declaration and Agreement of Covenants--Development Agreement to be executed on the day and year first above written in one or more counterparts, each

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of which shall be deemed an original. Each corporation party executing this Declaration has executed this Declaration by and through its duly authorized officers and their corporate seals to be affixed hereto.

As to Chattahoochee Hills, Inc., Signed, Sealed and Delivered in the Presence Of:

CHATTAHOOCHEE HILLS, INC.

By: *Donald L. Deibert* (SEAL) INC
DONALD L. DEIBERT,
President

[Signature]
Unofficial Witness

[Signature]
Notary Public

Notary Public, Georgia State at Large
My Commission Expires Oct. 22, 1984

(CORPORATE SEAL)



As to Donald L. Deibert, Individually, Signed, Sealed, and Delivered in the Presence of:

Donald L. Deibert (SEAL)
DONALD L. DEIBERT,
INDIVIDUALLY

[Signature]
Unofficial Witness

[Signature]
Notary Public

Notary Public, Georgia State at Large
My Commission Expires Oct. 22, 1984

As to Partridge Greene, Inc. Signed, Sealed and Delivered in the Presence Of:

PARTRIDGE GREENE, INC.

By: *Scott H. [Signature]* (SEAL)

[Signature]
Unofficial Witness

[Signature]
Notary Public

Notary Public, Georgia State at Large
My Commission Expires Oct. 22, 1984

(CORPORATE SEAL)



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Secretary of State
Business Services and Regulation

Suite 306, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334

FORM NUMBER : C5
CERTIFICATE DATE : 05/01/90
DOCKET NUMBER : 90121315
EXAMINER : GERRI BOGAN
TELEPHONE : 404-656-2817
CONTROL NUMBER : 8413769
DATE INCORP/AUTH/FILED: 09/20/84
JURISDICTION : GEORGIA

REQUESTED BY:
HYATT & RHOADS / CONNIE PATTERSON
#2400 245 PEACHTREE CENTER AVENUE NE
ATLANTA GA 30303

CERTIFICATE

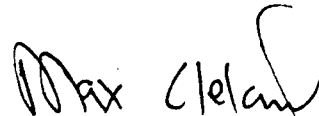
I, MAX CLELAND, SECRETARY OF STATE OF THE STATE OF GEORGIA,
DO HEREBY CERTIFY UNDER THE SEAL OF MY OFFICE THAT THE ATTACHED
DOCUMENTS ARE TRUE AND CORRECT COPIES OF DOCUMENTS PERTAINING TO
THE CORPORATION OR LIMITED PARTNERSHIP FILINGS OF:

"CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC."
"A DOMESTIC NONPROFIT CORPORATION"

WAS FORMED IN THE JURISDICTION SET FORTH ABOVE, AND THAT THE NAMED
ENTITY HAS FILED ITS CERTIFICATE OF LIMITED PARTNERSHIP, ARTICLES
OF INCORPORATION OR APPLICATION FOR A CERTIFICATE OF AUTHORITY TO
TRANSACT BUSINESS IN THE OFFICE OF THE SECRETARY OF STATE ON THE
ABOVE DATE. THIS CERTIFICATE IS ISSUED UNDER THE AUTHORITY OF
O.C.G.A. SECS. 14-2-128 AND 14-2-130, 14-3-6 AND 14-3-310 OR 14-9-
1102 AND SHALL BE TAKEN AND RECEIVED IN ALL COURTS, AND PUBLIC
OFFICES, AND OFFICIAL BODIES AS PRIMA-FACIE EVIDENCE OF THE EXISTENCE
OR NON-EXISTENCE OF THE FACTS STATED HEREIN.

IMPORTANT NOTICE. PLEASE
RETURN THE PINK COPY AND THE
AMOUNT DUE TO THE SECRETARY
OF STATE IMMEDIATELY.

AMOUNT DUE: \$ 10.00



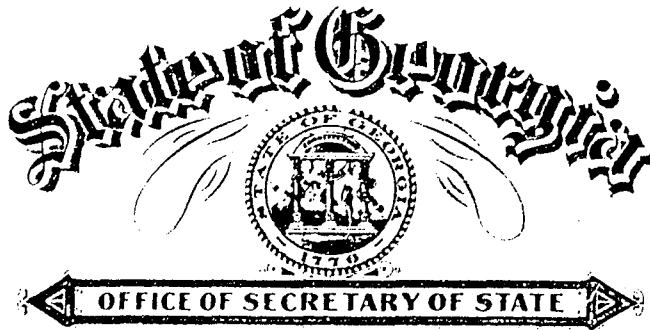
MAX CLELAND
SECRETARY OF STATE



H. WAYNE HOWELL
DEPUTY SECRETARY OF STATE



DUPLICATE



I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

***CHATTahoochee Hills Homeowners Association, Inc.**

has been duly incorporated under the laws of the State of Georgia on the 20th day of **September**, 19 **84**, by the filing of articles of incorporation in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true copy of said articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta this **20th** day of **September** in the year of our Lord One Thousand Nine Hundred and Eighty **Four** and of the Independence of the United States of America the Two Hundred and **Nine**.

Max Cleland

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

ARTICLES OF INCORPORATION

OF

CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.

Name. The name of the corporation is:
"CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC."

ARTICLE II.

Duration. The corporation shall have perpetual duration.

ARTICLE III.

Applicable Statute. The corporation is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code.

ARTICLE IV.

Purposes and Powers. The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. By way of explanation and not of limitation, the purposes for which it is formed are:

(a) to be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions for Chattahoochee Hills Homeowners Association, Inc. (hereinafter called the "Declaration"), establishing a plan of development recorded or to be recorded in the Office of the Clerk, Superior Court of Gwinnett County, Georgia, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the By-Laws of Chattahoochee Hills Homeowners Association, Inc. (hereinafter called the "By-Laws") and as provided by law; and

(b) to provide an entity for the furtherance of the interests of the owners of lots in the development.

In furtherance of its purposes, the corporation shall have the following powers, which, unless indicated otherwise by the Declaration or By-Laws, may be exercised by its Board of Directors, to-wit:

(a) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Georgia in effect from time to time;

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set forth in the Declaration, these Articles of Incorporation, or the By-Laws, including, without limitation, the following:

(i) to fix and collect assessments or other charges to be levied against the properties;

(ii) to manage, control, operate, maintain, repair, and improve common area and facilities, and property subsequently acquired by the corporation, or any property owned by another, for which the corporation by rule, regulation, Declaration, or contract has a right or duty to provide such aforementioned services;

(iii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under any Declaration of Covenants, Conditions, and Restrictions or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all owners of lots at the development;

(v) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed properties of all kinds and any right or interest therein for any purpose of the corporation;

(vi) to borrow money for any purpose as may be limited or restricted in these Articles of Incorporation, the By-Laws or Declaration;

(vii) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms or individuals, and, as such, to advance the business or ownership interests of such corporations, firms, or individuals not inconsistent with or contrary to the provisions of the Georgia Nonprofit Corporation Code;

(ix) to adopt, alter, and amend or repeal such By-laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(x) to provide any and all supplemental municipal services as may be necessary or proper.

(xi) the foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference or to inference from the terms of any other paragraph or provision of this Article IV.

The terms defined in the Declaration shall be deemed to have the meanings specified in the Declaration wherever such terms appear in these Articles of Incorporation unless the context herein otherwise requires.

ARTICLE V.

Membership and Voting Rights. The corporation shall be a membership corporation without certificates or shares of stock.

The corporation shall have two (2) classes of membership, class "A" and class "B" as follows:

(a) Class "A". Class "A" members shall be those owners as defined in the Declaration, with the exceptions of the Declarant or its successor in title. Class "A" members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership.

(b) Class "B". Class "B" members shall be the Declarant or its successors in title. The Class "B" member shall be entitled to three (3) votes for each lot owned. The Class "B" membership shall cease and become converted to Class "A" membership on the happening of any of the following events, whichever first occurs:

(i) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership;

(ii) July 1, 1986; or

(iii) when the Declarant in its sole discretion so determines.

From and after the happening of these events, whichever first occurs, the Class "B" member shall be deemed to be a Class "A" member entitled to one (1) vote for each lot in which it holds interest required for membership.

ARTICLE VI.

Board of Directors. The affairs and business of the corporation shall be managed, conducted and controlled by a Board of Directors. The Board of Directors shall initially consist of three (3) members elected by the members having voting rights, subject to any right of the Declarant to appoint and remove directors; the method of elections and term of office, removal and filling of vacancies shall be as set forth in the Declaration and in the By-Laws. The Board of Directors may delegate such operating authority to such companies, individuals, or committees as it, in its sole discretion, may determine.

The Initial Board of Directors, none of whom is under the age of eighteen (18) years, shall consist of three (3) individuals whose names and addresses are as follows:

Donald L. Deibert
6760 Jimmy Carter Boulevard
Suite 135
Norcross, Georgia 30071

Charles H. Weissinger
6760 Jimmy Carter Boulevard
Suite 135
Norcross, Georgia 30071

Mark V. Dilbert
6760 Jimmy Carter Boulevard
Suite 135
Norcross, Georgia 30071

ARTICLE VII

Dissolution. The corporation may be dissolved only as provided by the laws of the State of Georgia, in the Declaration and in the By-Laws.

ARTICLE VIII.

Amendments. These Articles of Incorporation may be amended as provided by the Georgia Nonprofit Corporation Code, provided that no amendment shall be in conflict with the Declaration and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by such Declaration.

ARTICLE IX.

Incorporator. The name and address of the incorporator is as follows:

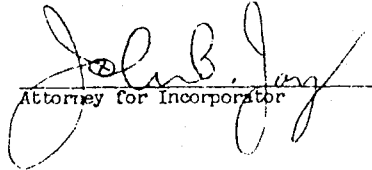
Donald L. Deibert
6760 Jimmy Carter Boulevard
Suite 135
Norcross, Georgia 30071

ARTICLE X.

Registered Office and Agent. The initial registered office of the corporation is at 6760 Jimmy Carter Boulevard, Suite 135, Norcross, Gwinnett County, Georgia 30071, and the initial registered agent of the corporation at said address is John B. Jay whose written Consent to his appointment as registered agent is attached hereto.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation on behalf of the Incorporator hereof, this 20th day of September, 19 84.

JOHN B. JAY


Attorney for Incorporator

JOHN B. JAY
ATTORNEY AT LAW
6760 JIMMY CARTER BOULEVARD
SUITE 135
NORCROSS, GEORGIA 30071

(404) 449-7382

CORPORATIONS DIVISION
SECRETARY OF STATE

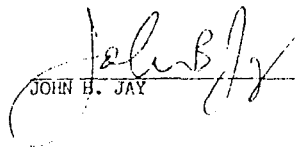
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CONSENT TO APPOINTMENT AS REGISTERED AGENT

To: Hon. Max Cleland
Secretary of State
Ex-Officio Corporation Commissioner
Corporations Division
Floyd Towers
Plaza Level - West
200 Piedmont Avenue, S. E.
Atlanta, Georgia 30334

I, JOHN B. JAY do hereby consent to serve as registered agent for:
CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC.
This 27th day of September, 19 84.


JOHN B. JAY

Address:
6750 Jimmy Carter Boulevard
Suite 135
Norcross, Georgia 30071

State of Georgia



OFFICE OF SECRETARY OF STATE

I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

based on a diligent search of the records on file in this office, I find that the name of the following proposed domestic corporation to wit

"CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC."

is not identical with or confusingly similar to the name of any other existing domestic or domesticated or foreign corporation registered in the records on file in this office or to the name of any other proposed domestic or domesticated, or foreign corporation as shown by a certificate of the Secretary of State heretofore issued and presently effective.

This certificate is in full force and effective for a period of 4 calendar months from date of issuance. After such period of time, this certificate is void.



In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol in the City of Atlanta, this 20th day of September, in the year of our Lord One Thousand Nine Hundred and Eighty Four and of the Independence of the United States of America the Two Hundred and Nine.

Max Cleland

SECRETARY OF STATE, EX-OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

ITEM 4

BOOK 5876 PAGE 11

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
90 FEB -7 AM 9:00
GARY R. YATES, CLERK

AMENDMENT TO
DECLARATION AND AGREEMENT OF COVENANTS
(DEVELOPMENT AGREEMENT)

STATE OF GEORGIA
COUNTY OF GWINNETT

For and in consideration of Ten Dollars (\$10.00), Fulton Federal Savings Bank, party of the first part (hereinafter referred to as FFSB), and Partridge Greene, Inc., party to the second part (hereinafter referred to as PGI), do hereby agree, in pursuant to Part 7b of DECLARATION AND AGREEMENT OF COVENANTS between Chattahoochee Hills, Inc. and Partridge Greene, Inc. dated July 7, 1983 and recorded in the Gwinnett County, Georgia records in Deed Book 2588 Page 262 thru 274, do hereby agree on this 25TH day of January, 1990 to amend such DECLARATION AND AGREEMENT OF COVENANTS as follows:

AMENDMENT #1:
Section 4. Construction Standards, (a), (iv), as recorded in Deed Book 2588, Page 266, shall be deleted in its entirety and replaced with the following:
(iv) exterior materials of structures including roofs on the Townhouse Site; the exterior wall finish of single family homes built on the Townhouse Site shall be any combination of hardboard siding, brick, or stucco.

AMENDMENT #2:
Section 4. Construction Standards, (b), as recorded in Deed Book 2588, Page 267, shall be deleted in its entirety and replaced with the following:
(b) All roofs shall be of permanent material including No. 240 fiberglass or asphalt shingles, slate, copper, or other material acceptable and approved by PGI.

AMENDMENT #3:
Section 4. Construction Standards, (d), as recorded in Deed Book 2588, Page 267, shall be deleted in its entirety with no specific tree replacement requirement for the remainder of the property to be built as single family detached homes.

As to Fulton Federal Savings Bank, signed, sealed, and delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public
NOTARY PUBLIC
COBB COUNTY, GA.

FULTON FEDERAL SAVINGS BANK

Beth Morris m...
by: *Managing officer*
Paul Henry Sid

As to Partridge Greene, Inc., signed, sealed, and delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public
Notary Public, Fulton County, Georgia
My Commission Expires Jan. 12, 1993

PARTRIDGE GREENE, INC.

[Signature]
Thomas W. Wheeler, Jr.
by: President

Grantee's Address
Tucker, GA 30084

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

90 FEB -7 AM 9:00

GARY R. YATES, CLERK

ASSIGNMENT

STATE OF GEORGIA

COUNTY OF DEKALB

For value received, FULTON FEDERAL SAVINGS BANK has this day transferred, sold, assigned, conveyed and set over to RICHPORT PROPERTIES, INC., as Assignee, its successors, representatives and assigns, all its right, title and interest in and to all existing plats, plans, test results, surveys, studies or other matters relating to the infrastructure serving the Property described on Exhibit "A" attached hereto and made a part hereof by reference; reserving unto Fulton Federal Savings Bank the right to use said transferred items.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 25th day of January, 1990.

Signed, sealed and delivered
in the presence of:

FULTON FEDERAL SAVINGS BANK

[Signature]
Unofficial Witness

By: *Beth Morris, M.D.*

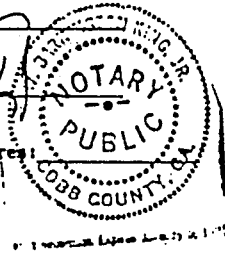
[Signature]
Notary Public

Title: *Managing Officer*

My Commission Expires:

By: *[Signature]*

Title: *SVP*



(BANK SEAL)



8146

EXHIBIT "A"

Tract A:

All that tract or parcel of land lying and being in Land Lot 292, 6th District, Gwinnett County, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at the northerly right-of-way line of Sidney Lanier Boulevard (having a 60' right-of-way) with the northwesterly right-of-way of Sunrise Lane (having a 60' right-of-way); running thence along the northwesterly right-of-way of said Sunrise Lane north 24 degrees 45 minutes 17 seconds east a distance of 165.00 feet to a point and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING as thus established, run thence north 71 degrees 26 minutes 25 seconds west a distance of 148.28 feet to an iron pin set; running thence north 13 degrees 12 minutes 26 seconds east a distance of 116.65 feet to an iron pin set; running thence north 84 degrees 57 minutes 23 seconds east a distance of 196.78 feet to an iron pin set on the northwesterly right-of-way of said Sunrise Lane; running thence along the northwesterly right-of-way of said Sunrise Lane south 24 degrees 45 minutes 17 seconds west a distance of 196.08 feet to an iron pin set and the TRUE POINT OF BEGINNING, containing 0.582 acres and being shown as Block O on that certain survey for Fulton Federal Savings & Loan Association, dated May 7, 1987, last revised January 6, 1989, prepared by Planners and Engineers Collaborative and bearing the certification and seal of Robert Lee White, Georgia Registered Land Surveyor No. 2080.

Tract B:

All that tract or parcel of land lying and being in Land Lot 292, 6th District, Gwinnett County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the southerly right-of-way of Sidney Lanier Boulevard with the easterly right-of-way of Stedman Place (having a 60' right-of-way); run thence along the southerly right-of-way of Sidney Lanier Boulevard north 68 degrees 58 minutes 13 seconds east a distance of 115.39 feet to a point and the TRUE POINT OF BEGINNING; running thence along the southerly right-of-way of said Sidney Lanier Boulevard (having a 60' right-of-way) along an arc of a curve to the right an arc distance of 358.52 feet to a point (said arc being subtended by a chord bearing south 81 degrees 53 minutes 01 seconds east a chord distance of 351.44 feet and said arc having a radius of 519.39 feet); running thence crossing Sidney Lanier Boulevard and thence running along the southeasterly right-of-way of Sunrise Lane (having a 60' right-of-way) north 24 degrees 45 minutes 19 seconds east a distance of 412.60 feet to an iron pin set; running thence south 46 degrees 25 minutes 54 seconds east a distance of 370.56 feet to an iron pin set; running thence south 27 degrees 05 minutes 29 seconds east a distance of 794.67 feet to an iron pin found; running thence south 62 degrees 54 minutes 31 seconds west a distance of 210.00 feet

EXHIBIT "A" - CONTINUED

to an iron pin set; running thence south 27 degrees 05 minutes 29 seconds east a distance of 172.80 feet to an iron pin set; running thence south 62 degrees 55 minutes 46 seconds west a distance of 480.22 feet to an iron pin found; running thence north 27 degrees 02 minutes 58 seconds west a distance of 542.00 feet to an iron pin found; running thence south 64 degrees 50 minutes 00 seconds west a distance of 30.38 feet to an iron pin set; running thence north 27 degrees 03 minutes 29 seconds west a distance of 429.46 feet to an iron pin found; running thence south 64 degrees 57 minutes 11 seconds west a distance of 45.16 feet to an iron pin set; running thence north 26 degrees 04 minutes 35 seconds west a distance of 90.0 feet to an iron pin set; running thence north 18 degrees 49 minutes 35 seconds west a distance of 202.71 feet to an iron pin set and the TRUE POINT OF BEGINNING, being 18.518 acres and being more particularly shown on that certain Survey for Fulton Federal Savings & Loan Association, dated May 7, 1987, last revised January 6, 1988 prepared by Planners and Engineers Collaborative and bearing the certification and seal of Robert Lee White, Georgia Registered Land Surveyor No. 2080.

Tract C:

All that tract or parcel of land lying and being in Land Lot 291, 6th District, Gwinnett County, Georgia, and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at the intersection of the easterly right-of-way of Pleasant Hill Road (having a 150' right-of-way) with the southerly right-of-way of Sidney Lanier Boulevard (having a 100' right-of-way); running thence along the southerly right-of-way line of said Sidney Lanier Boulevard north 86 degrees 41 minutes 06 seconds east a distance of 152.68 feet to an iron pin set and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING as thus established run thence along the southerly right-of-way of said Sidney Lanier Boulevard north 86 degrees 41 minutes 06 seconds east a distance of 165.44 feet to an iron pin found on the boundary line of Unit One of Chattahoochee Hills; running thence along the boundary line of said Unit One of Chattahoochee Hills south 06 degrees 10 minutes 21 seconds east a distance of 347.64 feet to an iron pin set; running thence south 59 degrees 07 minutes 55 seconds west a distance of 206.12 feet to an iron pin set; running thence north 03 degrees 19 minutes 08 seconds west a distance of 442.55 feet to an iron pin set at the TRUE POINT OF BEGINNING, containing 1.587 acres and being more particularly shown as Parcel 2 on that certain Boundary Survey for Fulton Federal Savings & Loan Association, prepared by Planners and Engineers Collaborative, dated December 14, 1988, revised December 20, 1988 and bearing the certification and seal of Robert Lee White, Georgia Registered Land Surveyor No. 2080.

STATE OF GEORGIA
COUNTY OF GWINNETT

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CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

1992 JUN 16 PM 4:30
GARY R. YATES, CLERK

JK 7541 PAGE

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REFERENCE: Deed Book 2877
Page 482
Deed Book 4991
Page 2
Deed Book 5543
Page 150

AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, on September 21, 1984, Chattahoochee Hills Development, Inc. ("Original Declarant"), filed a Declaration of Covenants, Conditions and Restrictions for Chattahoochee Hills Homeowners Association, Inc. ("Declaration"), at Deed Book 2877, Page 482, et seq., of the Gwinnett County, Georgia land records subjecting that property described on Exhibit "A" to the terms of the Declaration; and

WHEREAS, the Declaration was previously amended by those certain amendments recorded at Deed Book 4991, Page 2, et seq., and Deed Book 5543, Page 150, et seq., of the Gwinnett County, Georgia land records; and

WHEREAS, that Declaration and Agreement of Covenants recorded at Deed Book 2588, Page 262 of the Gwinnett County, Georgia land records requires that Partridge Greene, Inc., consent to any covenant placed on the property subject thereto; and

WHEREAS, the property subject to the above referenced Declaration and Agreement of Covenants is also subject to the Declaration; and

WHEREAS, Partridge Greene, Inc., does hereby consent to this Amendment; and

WHEREAS, Article XIII, Section 2 of the Declaration provides

WEISSMAN, NOWACK, CURRY & ZALEON, P.C.

ATTORNEYS
SECOND FLOOR
181 FOURTEENTH STREET, N.E.
ATLANTA, GEORGIA 30309

50636

181

for amendment of the Declaration by a two-thirds (2/3) majority vote of the Class "A" Members of the Association who are present in person or by proxy and voting at a meeting of Members; and

WHEREAS, Article XI, Section 2 of the Declaration requires the approval of two-thirds (2/3) of the Owners or first mortgagees of any amendment that changes the method of determining the obligations, assessments, dues or other charges levied against an Owner; and

WHEREAS, at least two-thirds of all Owners have consented to these Amendments; and

WHEREAS, at least two-thirds (2/3) of the Class "A" Members of the Association who voted in person or by proxy at a meeting of Members have duly assented to this amendment;

WHEREAS, in accordance with the By-Laws of the Chattahoochee Hills Homeowners Association, Inc. ("Original By-Laws"), the Original By-Laws may be amended at a duly called meeting of the members of the Association by a vote of a majority of a quorum of members present in person or by proxy; and

WHEREAS, a majority of the members present at a duly called meeting of the Association at which there was a quorum have approved this amendment to the Original By-laws;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Chattahoochee Hills Homeowners Association, Inc. and the By-Laws of the Chattahoochee Hills Homeowners Association, Inc. are hereby stricken in their entirety and the following is simultaneously substituted therefor:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC.

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- Table of Exhibits -

<u>Exhibit</u>	<u>Name</u>
"A"	Property Description
"B"	Neighborhoods
"C"	Allocation of Common Area and Exclusive Common Area for the Townhome Neighborhood
"D"	By-Laws of Chattahoochee Hills Homeowners Association, Inc.

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DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS

FOR

CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC.ARTICLE IDEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 1. ACC. "ACC" shall mean and refer to the Architectural Control and Advisory Committees (the Cluster Home Neighborhood Architectural Control and Advisory Committee and the Townhome Neighborhood Architectural Control and Advisory Committee), consisting of three (3) or five (5) representatives for each Neighborhood ACC appointed by the Association's Board of Directors as provided in this Declaration and the By-Laws, and organized and existing for the purpose of monitoring and controlling exterior construction, alteration and removal of any and all improvements within each Neighborhood as hereinafter defined.

Section 2. Association. "Association" shall mean and refer to Chattahoochee Hills Homeowners Association, Inc., (a non-profit corporation organized under the Georgia Nonprofit Corporation Code) having its principal office at 3650 Pleasant Hill Road, Duluth, Gwinnett County, Georgia 30136 its successors and assigns.

Section 3. Board. "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

Section 4. Base Assessment. "Base Assessment" shall refer to assessments levied on all Lots subject to assessment under Article X to fund Common Expenses for the general benefit of all Lots, as more particularly described in Article III, Section 1 and 2.

Section 5. By-Laws. "By-Laws" shall mean and refer to the By-Laws of the Association.

Section 6. Common Area. "Common Area" shall mean and refer to all real property (together with any and all improvements now or hereafter located thereon) owned by the Association.

Section 7. Common Expenses. "Common Expenses" shall mean the actual and estimated expenses incurred, or anticipated to

be incurred, by the Association for the general benefit of all Lot Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 8. Community-Wide Standard. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

Section 9. Declarant. "Declarant" shall mean and refer to Chattahoochee Hills Development, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purposes of development.

Section 10. Exclusive Common Area. "Exclusive Common Area" shall refer to a portion of the Common Area which the Association now or hereafter owns, leases, or otherwise holds possessory or use rights in for the exclusive use or primary benefit of one Neighborhood, as more particularly described in Article II of this Declaration.

Section 11. Lot. "Lot" shall mean and refer to any parcel of land upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Gwinnett County, covering any portion of the Property, provided, however that no portion of the Common Area shall ever be a Lot.

Section 12. Member. "Member" shall mean and refer to each Owner of a Lot subject to this Declaration who is thereby a member of the Association.

Section 13. Membership. "Membership" shall mean and refer to the collective total of all Members of the Association.

Section 14. Mortgage. "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt, including without limitation, security deeds and deeds to secure debt.

Section 15. Mortgagee. "Mortgagee" shall mean and refer to any one or more persons who hold a recorded or unrecorded Mortgage or Mortgages.

Section 16. Neighborhood. "Neighborhood" shall refer to each separately developed residential area within the Properties, in which the Owners of Lots may have common interests other than those common to all Members of the Association such Neighborhoods being: (1) the Cluster Home Neighborhood consisting of that portion of Chattahoochee Hills with detached structures intended for

occupancy as a single family residence; and (2) the Townhome Neighborhood consisting of that portion of Chattahoochee Hills with attached structures intended for use and occupancy as a single family residence. The Cluster Home and the Townhome Neighborhoods are more particularly described on Exhibit "B" to this Declaration. In addition, each parcel of land intended for development may be added to an existing Neighborhood.

Section 17. Neighborhood Assessments.

"Neighborhood Assessments" shall mean assessments levied against the Lots in a particular Neighborhood to fund Neighborhood Expenses, as more particularly described in Article III of this Declaration.

Section 18. Neighborhood Expenses.

"Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

Section 19. Owner.

"Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot, including Declarant, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 20. Person.

"Person" shall mean and refer to an individual, corporation, partnership, association, trust or other legal entity.

Section 21. Properties.

"Properties" shall mean and refer to that certain real property described on Exhibit "A" hereto and such additions thereto as may be annexed pursuant to the terms of Article XIII of this Declaration.

Section 22. Restrictions.

"Restrictions" shall mean and refer to all covenants, Restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

Section 23. Special Assessment.

"Special Assessment" shall mean and refer to assessments levied in accordance with Article III, Section 5 of this Declaration.

Section 24. Specific Assessment.

"Specific Assessment" shall mean assessments levied in accordance with Article III, Section 6 of this Declaration.

Section 25. Structure.

"Structure" shall mean and refer to the following:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration but not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, courtyard, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fill ditch diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) any change in the grade at any point on a Lot of more than six (6) inches, irrespective of the applicability of the provisions of subsection (b) of this Section 18 to such change.

ARTICLE II

COMMON AREA AND PROPERTY RIGHTS

Section 1. Rights of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Area subject to the rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Area", as more particularly described in Section 3 below, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer. Subject to the restrictions regarding Exclusive Common Area, no Owner shall do any act which interferes with the free use and enjoyment of the Common Area by all other Owners. The Association may permit persons who are not Owners to use and enjoy part or all of the Common Area subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 1 is subject to suspension by the Association as provided in Section 2(f) of this Article and Section 6 of Article III of the By-Laws.

Section 2. Rights of the Association. The rights and privileges conferred in Section 1 of this Article shall be subjected to the rights of the Association acting through the Board to:

(a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Area;

(b) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Area, and in aid thereof encumber by deed to secure debt, mortgage

or other security interest any or all of the Association's property including Common Area and revenues from assessments, user fees and other sources; and provided, however, the Association shall neither deed, grant or convey to anyone a mortgage, deed to secure debt or other security interest on or in Common Area constituting real estate without approval by Members holding at least two-thirds (2/3) of the total Association vote, nor borrow money for more than one (1) year in excess of the amount of the annual assessment;

(c) grant easements or rights of way over Common Areas to any municipality or other governmental body, agency or authority, to any quasi-public agency or any utility company or cable television system;

(d) dedicate or transfer all or any part of the Common Area or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a two-thirds (2/3) vote of those Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the By-Laws of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority;

(e) charge reasonable fees in connection with the admission to and use of facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(f) suspend, pursuant to Section 6 of Article III of the By-Laws, the voting rights of any Member and the right of enjoyment granted or permitted by Section 1 of this Article;

(g) to sell, lease or otherwise convey all or any part of its properties and interests therein provided that Members holding at least two-thirds (2/3) of the total Association vote agree to any such sale, lease or other conveyance; and

(h) enforce all applicable provisions of valid agreements of the Association relating to the Common Area or any part thereof.

Section 3. Types of Common Area. At the time of the conveyance of any real property by the Declarant to the Association to be used as Common Area, the Declarant shall designate in the deed of conveyance that such real property is to be Common Area, and further may designate in the deed of conveyance the specific or general purpose or purposes for which such real property or portion thereof shall not, without two-thirds (2/3) vote of the Members of

the Association, be used for any different purpose or purposes without the prior written consent of the Declarant.

Unless designated as Exclusive Common Areas as provided below, Common Areas are for the joint use and benefit of both the Cluster Home Neighborhood and the Townhome Neighborhood and their repair, replacement and maintenance shall be a Common Expense of the Association to be funded by the Base Assessment and/or Special Assessments of the entire membership. As of the date of this Declaration is recorded in the Gwinnett County land records, Common Areas include, but may not be limited to, the following: the front entrance; the clubhouse and the pool area including the parking area around the clubhouse/pool; the islands in the center of Sidney Lanier Boulevard; walls that extend as far down Sidney Lanier Boulevard as the islands (provided, however, if any such walls are partially on Common Areas and partially within a Lot, the cost of maintenance of the shared portion of the wall shall be allocated between the Association and the Owner(s) as set forth in Article VI, Section 5 of this Declaration), including sprinklers; the areas between Sidney Lanier Boulevard and the walls lining it, the area extending along the property line on both sides of Sidney Lanier Boulevard and on Sunrise Lane where no walls exist, the area between the last wall on the right at the exit of Chattahoochee Hills and Pleasant Hill Road (an area presently consisting of pine trees); and the retention pond. Attached hereto is Exhibit "C" which more specifically identifies the Common Areas for the joint use and benefit of the Cluster Home Neighborhood and the Townhome Neighborhood.

Certain portions of the Common Area may be designated as Exclusive Common Area reserved for the exclusive use or primary benefit of Owners and occupants of Lots within a particular Neighborhood. Exclusive Common Areas for the Townhome Neighborhood, include the following: landscaped areas within the Townhome Neighborhood adjacent to the Lots; the sprinkler system in Townhome Neighborhood; the area between the walls and the side streets off of Sidney Lanier Boulevard and cul-de-sacs in the Townhome Neighborhood; and the driveways, walls and parking pads in the Townhome Neighborhood (provided, however, if any such walls are partially on Exclusive Common Areas and partially within a Lot, the cost of maintenance of the shared portion of the wall shall be allocated between the Townhome Neighborhood and the Owner(s) as set forth in Article VI, Section 5 of this Declaration). All costs associated with maintenance, repair, replacement of an Exclusive Common Area shall be assessed as a Neighborhood Assessment against the Owners of Lots in the Neighborhood to which the Exclusive Common Areas are assigned; provided, however, insurance for all Common Areas, including Exclusive Common Areas, shall be a Common Expense of the Association. Attached hereto is Exhibit "C" which more specifically identifies the Exclusive Common Areas of the Townhome Neighborhood.

After the date this Declaration is recorded in the Gwinnett County land records, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood and Exclusive Common Area may be reassigned as Common Area or Exclusive Common Area upon the vote of Voting Members representing a majority of the total votes in the Association, including a majority of the votes within the Neighborhood to which the Exclusive Common Areas are assigned, if applicable, and within the Neighborhood to which the Exclusive Common Areas are to be assigned and Exhibit "C" of the Declaration shall be amended to reflect such reallocation by the Board of Directors as provided in Article XII, Section 2 of this Declaration.

Section 4. Delegation of Use. Any Owner may delegate to the members of such Owner's family or such Owner's tenants who reside on a Lot, in accordance with the By-Laws, such Owner's right to use and enjoy the Common Area.

Section 5. Parking Rights. Ownership of each Lot in the Townhome Neighborhood shall entitle the Owner thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to such Lot as reasonably possible, together with the right of ingress and egress in and upon such parking area. Any additional vehicles may be temporarily parked in the clubhouse parking lot or on the circles in the Townhome Neighborhood as defined in guidelines promulgated by the Board of Directors. If the Board of Directors deems it necessary, it may, at its option, permanently assign one (1) parking space for each Lot in the Townhome Neighborhood which may be numbered.

Section 6. Neighborhoods. Every Lot shall be located within a Neighborhood. Each Neighborhood may require that the Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood. In such event, the Association shall provide the requested services. The cost of such services shall be assessed against the Lots within such Neighborhood as a neighborhood Assessment pursuant to Article III hereof.

ARTICLE III

ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section 8 of this Article. There shall be four types of assessments: (a) Base Assessments to fund Common Expenses for the general benefit of all

Lots; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only Lots within a particular Neighborhood; (c) Special Assessments as described in Section 5 below; and (d) Specific Assessments as described in Section 6 below. The allocation of Common Area, Exclusive Common Area for the Townhome Neighborhood and the Lots in the Townhome Neighborhood set forth on Exhibit "C" shall be used to calculate assessment obligations. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All delinquent assessments, together with interest (at a rate not to exceed the highest rate allowed by Georgia law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 7 of this Article. Each assessment, together with interest, late charge costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. In the event of a transfer of title to a Lot, the grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. However, no first Mortgagee who obtains title to a Lot pursuant to foreclosure shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each month.

Section 2. Computation of Base Assessment. It shall be the duty of the Board to prepare a budget covering the estimated Common Expense of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared as provided in Section 4 of this Article.

The Base Assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves.

The Board shall send a copy of the budget and notice of the amount of the Base Assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the Association's annual meeting. Such budget and assessment shall become effective unless disapproved by a duly called and constituted annual meeting of the Association by Owners representing at least a majority of the total Association vote; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Computation of Neighborhood Assessments. It shall be the duty of the Board to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget shall include a capital contribution establishing a reserve fund for repair and replacement of capital items, maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood benefitted thereby and levied as a Neighborhood Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Lot in the Neighborhood for the coming year to be delivered to each Owner of a Lot in the Neighborhood at least thirty (30) days prior to the Association's annual meeting. Such budget and assessment shall become effective unless disapproved a duly called and constituted annual meeting of the Association by Owners representing at least a majority of the Lots in the Neighborhood to which the Neighborhood Assessment applies; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason to determine the

budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Reserve Budget and Capital Contribution. The Board of Directors shall annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments or Neighborhood Assessments, as appropriate, over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Sections 2 and 3 of this Article.

Section 5. Special Assessments.

(a) Entire Membership. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments from time to time against all Lot Owners to cover any expenses which are the benefit of all Lot Owners. Any Special Assessment shall be effective only if approved by at least two-thirds (2/3) of the Members present or represented by proxy at a duly constituted meeting of the membership called for such purpose.

Special Assessments shall be allocated in the same manner as Base Assessments under Section 2 of this Article III. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Neighborhood Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments from time to time against all Owners of a Neighborhood to cover any expenses which are for the benefit of all Owners of the Neighborhood. Any Neighborhood Special Assessment shall be effective only if approved by at least two-thirds (2/3) of the Owners of the Neighborhood present or represented by proxy at a duly constituted meeting of the membership called for such purpose.

Neighborhood Special Assessments shall be allocated in the same manner as Neighborhood Assessments under Section 4 of this Article III. Neighborhood Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in

which the Special Assessment is approved, if the Board so determines.

Section 6. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Lots for the following Association expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

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

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received, as determined in the discretion of the Board of Directors.

(c) Expenses occasioned by the negligent or willful conduct of the Owners or occupants of any Lot may be specifically assessed against such Lot and the Owner thereof.

(d) Expenses of the Association incurred for attorney fees occasioned by the conduct of owners or occupants of any Lot may be assessed against such Lot and the owner thereof.

Section 7. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration which are delinquent, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of ad valorem taxes; and (b) liens for all sums unpaid on a first mortgage. The sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer, but shall not extinguish the personal obligation of the Owner of such Lot for assessments which came due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall

be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount of Five (\$5.00) Dollars or ten (10%) percent of the amount not paid. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and shall include the late charge, interest on the principal amount due and on all late charges from the date first due and payable, (at the rate of sixteen (16%) percent per annum or such higher amount as may be allowed by law or at such rate as the Board may from time to time establish; provided, however that in no event shall the Board have the power to establish a rate in violation of Georgia law) all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Should the Association institute suit to collect such amounts and to foreclose its lien, the Board of Directors may accelerate the remaining assessments, including monthly installments based on the annual budget, Special Assessments, and Specific Assessments, upon ten (10) days written notice to such Owner, whereupon the entire unpaid balance for the remainder of the current fiscal year shall become due and payable upon the date stated in such notice. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

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

Section 9. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

ARTICLE IV

COMMITTEES

Section 1. Architectural Control and Advisory Committees ("ACCs").

(a) General.

(i) The Board of Directors shall appoint a Cluster Home ACC and a Townhome ACC (hereinafter sometimes referred to as the "Neighborhood ACC(s)") at a duly called meeting. The Neighborhood ACCs shall consist of three (3) or five (5) members each, the exact number to be set resolution of the Board of Directors. Members of each Neighborhood ACC must be an Owner of a Lot in the Neighborhood of the ACC which they serve. Members appointed as Cluster Home Neighborhood representatives and Townhome Neighborhood representatives of the Neighborhood ACCs may include Board Members. It shall be the duty of the Neighborhood ACCs to review applications in their respective Neighborhoods for compliance with the Neighborhood ACC's rules and regulations and to investigate and make approval/denial decisions for requests in their Neighborhoods. The Neighborhood ACC's will work together on matters that affect both Neighborhoods, including, but not limited to erosion control and signs and such matters will be coordinated at joint meetings to be held as provided in subsection 1(c)(i) below.

(ii) The term of each member of the Neighborhood ACCs shall be one (1) year subject to Article IX of the By-Laws. Any member of either Neighborhood ACC who misses three (3) consecutive

regular meetings may be removed from the Neighborhood ACC by the Board of Directors.

(iii) The Chairperson and members of each Neighborhood ACC shall be appointed by the Board of Directors and shall report to the Board of Directors each month regarding complaints and requests received and action taken.

(iv) A Secretary shall be elected by each Neighborhood ACC, who shall keep minutes of all business meetings.

(v) Each Neighborhood ACC shall submit a proposed budget to the Board at the August Board meeting each year, for inclusion in the Board proposed budget to the Membership at the annual meeting.

(vi) The permanent records of each Neighborhood ACC, to be kept with the permanent records of the Association, shall include the minutes of all business meetings, all applications, approvals and denials.

(vii) Approvals and denials by the Neighborhood ACCs shall be in writing to the applicant on Neighborhood ACC approved forms or form letters. Denials shall clearly express the reasons for denial.

(viii) Upon receipt of an application, and not later than ten (10) days prior to official Neighborhood ACC action thereon, the abutting Lot Owner(s) shall be notified in writing of said application and furnished with a copy of the application, upon request. If the abutting Lot Owner(s) object to the application, the application may be denied.

(ix) Lot Owners shall not be obligated to submit applications for solely repairing and maintaining property to its prior conforming condition (such as, but not limited to, repainting, repair of roof leaks, cracks and gutters). This exemption shall not apply to any changes, alterations or revisions to the prior conforming condition.

(x) Lot Owners may, without Neighborhood ACC application and approval, plant flower beds (at their own cost and maintenance) so long as such beds: (A) do not require the destruction or removal of existing landscaping; (B) do not interfere with turf and landscape maintenance; (C) are contained within four (4) feet of the building line and within three (3) feet of walkways, driveways, parking areas and tree bases; (D) are wholly located on Lot Owner's property; and (E) are maintained in an attractive manner at all times by the Lot Owner.

(xi) Each Neighborhood ACC shall receive from Owners in both Neighborhoods complaints regarding alleged violations in the

Neighborhood over which the Neighborhood ACC has jurisdiction and shall investigate such complaints and take action as appropriate.

(b) Purpose, Powers and Duties of the Neighborhood ACCs. The purpose of the Neighborhood ACCs is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the appropriate Neighborhood ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the Neighborhood and with the standards of the Chattahoochee Hills community, and (ii) as to the location of the Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Neighborhood ACCs shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

(c) Operations of the Neighborhood ACC.

(i) Meetings. At least two (2) joint planning meetings with both Neighborhood ACCs shall be held each year, one of which shall be held during the first six months of each year and the second which shall be within six months of the first meeting. Additional joint Neighborhood ACC meetings may be held as necessary. At each joint Neighborhood ACC meeting, the presence of a majority of the members then in office of each Neighborhood ACC shall constitute a quorum for the transaction of business. There shall also be at least one (1) planning meeting with the Board of Directors and both Neighborhood ACCs within the first sixty (60) days of each calendar year. Additional meetings of the Board and both Neighborhood ACCs shall be held if requested in writing by the Board or either Neighborhood ACC.

The Neighborhood ACCs shall hold regular meetings at least once every three (3) months or more often as may be established by the Neighborhood ACCs as directed in the By-Laws. Regular and special meetings of the Neighborhood ACCs shall be held as directed in the By-Laws. At each meeting of the Neighborhood ACCs, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. At each meeting of the Neighborhood ACCs, the substance of the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the Neighborhood ACCs, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the Neighborhood ACCs with respect to such matter within their Neighborhood shall be the final decision of the Neighborhood ACC, but shall be subject to appeal as provided in Section 1(j) of this Article.

(d) Design Standards.

(i) Each Neighborhood ACC may from time to time prepare amendments to and enforce guidelines (the "Design Standards") for the purposes of:

(A) governing the form and content of plans and specifications to be submitted to the Neighborhood ACCs for approval pursuant to the provisions of this Declaration;

(B) governing the procedure for such submission of plans and specifications;

(C) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the Neighborhood ACCs pursuant to this Declaration;

(D) assuring the conformity and harmony of external design and general quality of the Chattahoochee Hills community; and

(E) establishing guidelines for the installation and maintenance of window and door screens, storm doors and awnings.

Notwithstanding anything to the contrary herein, the Design Standards in effect on the date this Declaration is recorded in the Gwinnett County land records shall remain in effect until the Neighborhood ACCs develop Design Standards approved by the Board of Directors as provided herein.

(ii) The proposed guidelines for each Neighborhood shall be complimentary and shall be submitted to the Board of Directors for approval. If the Board fails to approve or disapprove the Design Standards proposed by a Neighborhood ACC within sixty (60) days of the date of their submission, the Design Standards shall be deemed approved.

(iii) The Neighborhood ACCs shall make a published copy of their current Design Standards readily available to Members and prospective Members of the Association and to applicants seeking the Neighborhood ACCs' approval.

(e) Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore, shall have been submitted to and approved in writing by the Neighborhood ACC. Such plans and specifications shall be in such

form and shall contain such information as may be reasonably required by the Neighborhood ACC in the Design Standards, including, without being limited to:

(i) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;

(ii) a foundation plan;

(iii) a floor plan;

(iv) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;

(v) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(vi) plans for landscaping and grading.

(f) Approval of Plans and Specifications. Upon approval by the Neighborhood ACC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Neighborhood ACC granting approval and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Neighborhood ACCs' right, in its discretion, to disapprove similar plans and specifications or any of the features or elements which are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(g) Obligation to Act. The Neighborhood ACCs shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the Neighborhood ACC, if granted, together with any conditions imposed by the Neighborhood ACC, shall be placed in writing on the plans and specifications and a copy shall be returned to the applicant. Failure by the Neighborhood ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

(h) Inspection Rights. An employee or agent of the Association or the Neighborhood ACC may, after reasonable notice, at any reasonable time of day enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration, and neither the Association, nor the Neighborhood ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

(i) Disapproval of Plans and Specifications. Each Neighborhood ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

(i) failure to include information in such plans and specifications as may have been reasonably requested;

(ii) failure of such plans and specifications to comply with this Declaration or the Design Standards;

(iii) any other matter which, in the judgment of the Neighborhood ACC, would be likely to cause the proposed installation, construction or alteration of a Structure: (A) to fail to be in conformity and harmony of external design and general quality with the standards for the Chattahoochee Hills community as set forth in the Design Standards, or (B) as to location to be incompatible with topography, finished ground elevation and surrounding Structures.

In any case in which the Neighborhood ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Neighborhood ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

(j) Appeal. Any Member may appeal the Neighborhood ACC's decision to the Board by submitting a written and dated appeal within ten (10) days of the date of the Neighborhood ACC's decision setting forth the application number, applicant's name and Lot address, date of application, date of Committee's action, applicant's name and address, and clearly and fully stating the reasons for the appeal. The Board shall, at a duly called meeting, hear and decide all appeals so filed within thirty (30) days of the appeal submittal date.

(k) Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the Neighborhood ACC pursuant to the provisions of this Article, such erections, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Neighborhood ACC such violation shall have occurred, the Neighborhood ACC shall provide written notice to the Owner setting forth in reasonable detail the violation and the specific action or actions required to remedy the violation. If the Owner does not take reasonable steps to remedy the violation within ten (10) days of the date of the letter, the Neighborhood ACC shall notify the Board. If the Board shall agree with the determination of the Neighborhood ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial actions within twenty (20) days after the mailing of the aforesaid notice of violation from the Board of Directors, then the Board shall have the Right of Abatement as provided in Section 3 of Article VII hereof. In the alternative, the Board may elect to impose fines as provided in Article VII, Section 2 of this Declaration.

(l) Certification of Compliance.

(i) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the Neighborhood ACC, the Neighborhood ACC shall, upon written request of the Owner thereof or upon the Neighborhood ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the Neighborhood ACC.

(ii) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title issuer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the Neighborhood ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment.

(m) Fees. The Neighborhood ACC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 1(h) of Article IV hereof. The fees must be agreed upon by the Owner and the Neighborhood ACC before the inspections are performed.

Section 2. Building and Grounds Committee ("B & G Committee").

(a) General.

(i) The B & G Committee shall consist of five (5) Members to be appointed by the Board at a duly called meeting as follows: two (2) members each from the Cluster Home Neighborhood and the Townhome Neighborhood; and, one (1) Board member.

(ii) The term of each member of the B&G Committee shall be one (1) year subject to Article IX of the By-Laws.

(iii) The Board of Directors shall appoint the chairperson.

(iv) The B & G Committee shall conduct all its business meetings as directed in the By-Laws, which meetings shall be open to attendance by any Member, who may address the Committee on any Building and Grounds matter (i.e., complaints, recommendations and suggestions).

(v) The B&G Committee shall hold meetings at least once every three (3) months or more often as may be established by the B & G Committee. Any member of the B&G Committee who misses three (3) consecutive regular meetings may be removed from the B&G Committee by the Board of Directors.

(b) Purposes, Powers and Duties. It shall be the duty and responsibility of the Committee:

(i) to oversee all maintenance of the Association grounds, buildings, structures, pool, equipment and systems in accordance with Board approved contracts, and the Association approved Building and Grounds budget applicable thereto;

(ii) to interview and qualify potential contractors;

(iii) to take bids and proposals in accordance with Board approved specifications;

(iv) to make recommendations to the Board relating to all such activities (including the discharge or termination of contractors);

(v) to submit monthly written condition and activities reports to the Board;

(vi) to submit a proposed line item budget to the Board for the next fiscal year not later than the August Board meeting; and

(vii) to perform such other Building and Grounds duties as the Board may from time to time require.

Section 3. Financial Planning Committee.

(a) General.

(i) The Financial Planning Committee shall consist of three (3) Members who (except for the Treasurer) shall be appointed by the President upon majority approval by the Board as follows: the Treasurer of the Association who shall have a one (1) year term; and, one Member each from the Cluster Home Neighborhood and one (1) member from the Townhome Neighborhood, each of whom shall have two (2) year terms subject to Article IX of the By-Laws.

(ii) The chairperson shall be appointed by the Board of Directors.

(iii) All business meetings of the Financial Planning Committee shall be held at the Association's principal office. The Financial Planning Committee shall appoint one member to keep minutes, which shall be a part of the permanent records of the Association.

(iv) The Financial Planning Committee shall hold at least two (2) meetings annually, specifically to permit Members to address any concerns, recommendations and suggestions they may have relative to long-term planning and reserve requirements.

(v) At least once annually, not later than June, there shall be a joint meeting of the Financial Planning Committee, the B & G Committee and Neighborhood ACCs, presided over by the Financial Planning Committee chairperson, to discuss long-term planning objectives, concerns and considerations.

(b) Purposes, Powers and Duties. Duties and responsibilities of the Financial Planning Committee shall include:

(i) investigation, study and preparation of scheduled long-term repairs and replacement of Association capital assets (i.e., building, structures, walls, fences, walkways, drives and parking areas) and capital improvements and the costs therefor;

(ii) recommendations and preparation of proposed reserve requirements to meet the schedule and estimated costs of said repairs, replacements and capital improvements, all of which shall

be deemed to be the Long-Term Repair, Replacement, Capital Improvements and Reserve Plan. Annually, each August the Committee shall submit its 5-year Long-Term Repair, Replacement, Capital Improvements and Reserve Plan to the Board for consideration and inclusion in the proposed annual budget to the Membership (for approval at the next following annual meeting).

Section 4. Nominating Committee.

(a) General.

(i) The Nominating Committee shall consist of three (3) Members, to be appointed by the Board at a duly called meeting, of which at least one (1) member shall be from the Cluster Home Neighborhood and one (1) member shall be from the Townhome Neighborhood. (No Board director shall be a member of the Nominating Committee).

(ii) The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting subject to Article IX of the By-Laws. Appointments to the Nominating Committee shall be announced at each annual meeting.

(b) Purposes, Powers and Duties. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

ARTICLE V

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Application. The covenants and restrictions contained in this Article V shall pertain and apply to all Lots and to all Structures erected or placed thereon.

Section 2. Use of Lots.

(a) Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees; (c) the business activity conforms to all zoning requirements for the Property; (d) the business activity

does not increase traffic in the Property; (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (f) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives 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 therefor. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

(b) Single Families. No Lot shall be occupied by more than a single family. As used herein, the term "single family" shall mean one (1) or more persons, provided all persons occupying the Lot are interrelated by blood, adoption, or marriage, plus no more than one (1) additional person who is not so related. If persons occupying a Lot are not all interrelated by blood, adoption, or marriage, then the number of persons occupying such Lot shall be limited to a maximum number of persons equal to one (1) more than the number of bedrooms in the dwelling on the Lot (as such bedrooms are depicted on the original plats and plans filed in the Gwinnett County, Georgia records). The words "by blood" shall be deemed to encompass only children, grandchildren, grandparents, brothers, sisters, nieces, nephews, parents, aunts, uncles, and first cousins, and no other degree of kinship. "Occupancy," for purposes of this Declaration, shall be defined as staying overnight in a dwelling on a Lot for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any year.

"Marriage" shall include common law marriage as provided for under Georgia law, and "by marriage" shall include in-laws and step-relatives.

This single family occupancy restriction shall not apply to require the removal of any person occupying a Lot on the date on which this Amended and Restated Declaration is recorded in the Gwinnett County, Georgia land records. However, no person not an Occupant of a Lot on the date on which this Amended and Restated Declaration is recorded in the Gwinnett County, Georgia land

records, shall be permitted to occupy a Lot if either before or after the occupancy by such person that Lot does not or would not comply with the single family occupancy restriction set forth in this subsection.

Section 3. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise.

Section 4. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Neighborhood ACC of plans and specifications for the prevention and control of such erosion and siltation. The Neighborhood ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means of preventing and controlling such erosion or siltation may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 5 of this Article. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the Neighborhood ACC.

Section 5. Landscaping. No construction or alteration of any Structure may take place without the prior written approval by the Neighborhood ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure shall be included in the Design Guidelines of the Neighborhood ACC, provided, however, Lot owners may plant flower beds as set forth in Article IV, Section 1 (a) (xi) hereof.

Section 6. Trees. No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 5 of Article V hereof. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards of the Neighborhood ACC.

Section 7. Temporary Buildings. No temporary buildings, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefore approved by the Neighborhood ACC. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot.

Section 8. Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Neighborhood ACC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one (1) professionally "For Sale" or "For Rent" sign, such sign having a maximum face area of four (4) square feet and located within ten (10) feet from the dwelling unless otherwise approved in writing by the Neighborhood ACC; provided, however, that if, at the time of any desired use of such sign, the Association is making "For Sale by Owner" or "For Rent by Owner" signs available for the Owner's use, the signs made available by the Association must be used.

(iii) not more than one (1) professionally lettered security sign, such sign having a maximum face area of one (1) square foot located within ten (10) feet from the dwelling and one (1) professionally lettered decal not more than six (6") inches by six (6") inches located inside each window on the dwelling; and

(iv) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACCs.

(b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACCs.

(c) Notwithstanding anything to the contrary herein, the Board shall have the authority to erect reasonable and appropriate signs.

Section 9. Setbacks. In approving plans and specifications for any proposed Structure, the Neighborhood ACC may establish setback requirements for the location of such Structure. Guidelines for setbacks may be included in the Design Standards of the Neighborhood ACC. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

Section 10. Fences. No fences or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Neighborhood ACC of plans and specifications for such fences and walls. Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards of the Neighborhood ACC. Notwithstanding anything to the contrary herein, no fences or walls of any kind may be erected on a Lot in the Townhome Neighborhood after the date this Declaration is recorded in the Gwinnett County land records. Those fences existing on Lots in the Townhome Neighborhood as of

the date of this Declaration (such fences being located on Lots at the following addresses: 3754 Sidney Lanier Boulevard, 3756 Sidney Lanier Boulevard, 3618 Stedman Place, 3672 Sunrise Lane, and 3674 Sunrise Lane) may remain on such Lots; provided, however, such fences may not be replaced with new fences.

Section 11. Road and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Neighborhood ACC of plans and specifications for such roads and driveways. Guidelines relating to the design and location of roads and driveways may be included in the Design Standards of the Neighborhood ACC.

Section 12. Antennae. Radio and television antennae installed on the exterior of any Structure or on any Lot shall not be visible from any Common Area or from the street abutting such Lot. No antennae shall be installed or used for the purpose of transmitting electronic signals.

Section 13. Clotheslines. No outside clotheslines placed on any Lot shall be visible from any Common Area or from the street abutting such Lot unless approved by the Neighborhood ACC.

Section 14. Maintenance.

(a) Owner's Responsibility. Each Owner shall keep and maintain each Lot and Structures owned by such Owner, in good condition and repair, including, but not limited to the repairing and painting (or other appropriate external care) of all such structures; provided, however, maintenance of Lots in Townhome Neighborhood shall be governed as provided herein. If any Owner shall fail to perform the duties imposed by this Section, the Neighborhood ACC shall notify provide written notice to the Owner setting forth in reasonable detail the violation and the specific action or actions required to remedy the violation. If the Owner does not take reasonable steps to remedy the violation within ten (10) days of the date of the letter, the Neighborhood ACC shall notify the Board. If the Board shall agree with the determination of the Neighborhood ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions require to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial actions within twenty (20) days after the mailing of the aforesaid notice of violation from the Board of Directors, then the Board shall have the Right of Abatement as provided in Section 3 of Article VII hereof. In the alternative, the Board may elect to impose fines as provided in Article VII, Section 2 of this Declaration. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the Neighborhood ACC.

(b) Association's Responsibility. The maintenance of all yards and grounds owned by the Association and maintenance and upkeep of all islands and green belt areas situated in street or road rights of way, notwithstanding any dedication, grant or conveyance of such islands and green belt areas and street or road rights of way to any municipality or other governmental agency or authority, shall be the sole responsibility and duty of the Association. Such maintenance shall include, but shall not be limited to: (A) seeding, watering and mowing of all lawns and grassed areas; and (B) pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Such maintenance shall be a common expense of the Association.

The Association shall be responsible for maintaining, repairing and replacing the Exclusive Common Areas within a Neighborhood; provided, the costs of operating, maintaining, repairing and replacing the Exclusive Common Areas shall be a Neighborhood Expense to be paid through the Neighborhood Assessment.

The Association may also perform such maintenance, repair and replacement to the Lots in a Neighborhood as requested by the Neighborhood. The Association shall perform Lot maintenance service for the Townhome Neighborhood as provided below:

(i) Lot Maintenance Service for the Townhome Neighborhood. The Lot maintenance services (i.e, turf, landscape maintenance and irrigation by use of the existing sprinkler system) shall be a Neighborhood Expense of Lot Owners in the Townhome Neighborhood which shall be a part of the Neighborhood Assessment to be paid in equal monthly installments due not later than the tenth of each month as provided in Article III of this Declaration. Owners may make payments of such Neighborhood Assessments in advance.

(A) Lot maintenance services for the Townhome Neighborhood and repairs shall be accounted for separately on the Association books. Combined services contracts, which include Lot maintenance and repairs, shall contain a provision stipulating the amount of such contract applicable to Lot maintenance activities and repair work.

(B) Activities shall include mowing all grass areas; trimming, pruning and shaping all shrubbery and trees; fertilization; weed control; application of chemicals to control insects and prevent plant and turf disease; watering as required (using the existing underground sprinkler system); maintenance of the Association sprinkler system which is located on Lots; and, such other activities as may be directed by the B&G Committee (consistent with the Association approved annual budget) in order to have a uniformly attractive appearance throughout the Townhome

Neighborhood. The Lot maintenance activities in the Townhome Neighborhood do not include the care and maintenance of flower beds, which shall be the sole responsibility of all Lot owners desiring such beds in accordance with the Declaration, By-Laws, and rules and regulations.

(C) Lot maintenance services for Lots in the Townhome Neighborhood having fences on the date this Declaration is recorded in the Gwinnett County land records (as identified in Section 10 of this Article) shall be provided on the same basis as Lot maintenance services for Lots without such fences so long as such fences remain on the Lot; provided, the gates are unlocked and there are no animals in the fenced areas.

(c) Standard of Performance. Unless otherwise specifically provided herein or in other instruments, creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. The Association, and/or an Owner shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities hereunder.

Section 15. Recreational Vehicles and Trailers. The Board in reviewing the plans and specifications for any proposed Structure, may require that special areas be made available for recreational vehicles. No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot, except on such parking areas as specified by the Board pursuant to this Section 15 of this Article or within enclosures or behind screening erected in accordance with plans and specifications submitted to and approved by the Neighborhood ACC as required by Section 1(e) of Article IV hereof. Guidelines relating to screening may be included in the Design Standards of the Neighborhood ACC. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building or trailer must be specifically approved by the Neighborhood ACC prior to its being moved on to the construction site. No disabled or stored vehicles may be parked on the Property except in a garage. For purposes of this section, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Property for fourteen (14) consecutive days or longer without the prior written permission of the Board of Directors.

Notwithstanding any provision in Article VII to the contrary, if any vehicle is parked on any portion of the Property in

violation of this section or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours, the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot or dwelling, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Lot, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercising its authority to tow.

Section 16. Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of any given Lot with the approval of the Neighborhood ACC.

Section 17. Animals. No animals, including birds, insects, and reptiles, may be kept on any Lot unless kept there solely as household pets and not for commercial purposes. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors except if such dogs are inside a fence with a locked gate. Dogs and cats of four months of age or older must be licensed annually and vaccinated against rabies. All dogs and cats must have the license securely attached to a collar and worn at all times. No animal shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have been approved by the Neighborhood ACC.

Section 18. Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Area.

(b) Except during approved construction and subject to governmental ordinances, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on the Common Area.

(c) Except for building materials employed during the course of construction of any Structure approved by the Neighborhood ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be placed in a manner as set forth in the Design Standards. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Standards.

Section 19. Leasing of Lots. "Leasing" for purpose of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Lots may be leased only in their entirety; no rooms or other portion which is less than the whole dwelling in a Lot may be leased. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a dwelling on a Lot. All leases shall be in writing and shall be for an initial term of no less than one (1) year, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

In the event that the lessee, or a person living with the lessee, violates the Declaration, By-Laws, or a rule or regulation for which a fine is imposed, notice of such violation shall be given to the Owner and the lessee, and such fine shall be assessed against the lessee in accordance with the Article VII, Section 2 of this Declaration. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

When a Lot Owner who is leasing his or her Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee 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 by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Article III herein as if lessee were an Owner. 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.

Section 20. Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted for the limited purpose of transporting the firearms across the Common Area to or from the Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

Section 21. Abandoned Personal Property. Personal property, other than an automobile as provided for in Section 15 of this Article, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Area without the prior written permission of the Board. Notwithstanding any other notice provision in Article VII, Section 3 of this Declaration, if the Board or its designate, in its sole discretion, determines that property is being abandoned or stored in violation of this section, the Board may remove the property after first placing a notice on the personal property and/or on the front door of the Lot of the owner of such property, if known, specifying the nature of the violation and stating that after two (2) days the property may be removed and either discarded or stored by the Board in a location which the Board may determine. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

If two (2) days after such notice is placed on the personal property and/or the front door of the Lot, the violation continues or thereafter occurs again within six (6) months of such notice, the personal property may be removed in accordance with the notice,

without further notice to the owner or user of the personal property.

In addition to the provisions above, the Board, in its discretion, may determine that an emergency situation exists, and the personal property abandoned or stored in violation of this subparagraph may, without prior notice to the owner or user of the personal property, be removed and either discarded or stored by the Board in a location which the Board may determine; provided, however, the Board shall give to the owner, if known, notice of the removal of the property and the location of the personal property within three (3) days after the personal property is removed.

If personal property is removed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

Section 22. Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Common Area without the prior written consent of the Board of Directors. If so permitted, any such activities shall be subject to all reasonable conditions that the Board may impose.

ARTICLE VI

EASEMENTS, ZONING AND OTHER RESTRICTIONS

Section 1. Easements.

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, (subject to VA and FhA approval where applicable), the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm water drains, land drains, public and private sewers, pipelines for supply gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature.

(b) No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been assigned by the Declarant to the Association.

Section 2. Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

Section 3. Entry. The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 1 of this Article.

The Association shall also have an easement to enter onto any Lot for emergency, security, safety and for other purposes reasonably necessary for the proper maintenance and operation of the Property, 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 only be during reasonable hours.

Section 4. Easement of Encroachment. Reciprocal appurtenant easements of encroachment between each Lot shall exist due to the unwillful placement, settling or shifting of the Structures constructed thereon to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot along a line perpendicular to each 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 any Owner or tenant. There shall be reciprocal appurtenant easements between adjacent Lots for the maintenance and repair of a wall or walls and the roof.

Section 5. Party Walls. In the event any wall on the Property is construed or held to be a party wall, the following shall apply:

(a) The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of any party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use 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.

(d) Notwithstanding any other provision of this Section, an Owner who by such Owner's negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

Section 6. Structural Support. Every portion of a Lot or Structure which contributes to the structural support of another portion of a Lot or Structure shall be subject to a reciprocal easement for structural support, and each Lot shall have the right to lateral support which shall be appurtenant to and pass with title to such Lot.

Section 7. Common Driveways. In the event any Lot is served, for the purpose of access, ingress and egress, by a common driveway, as shown on a recorded deed or on any filed or recorded map or plat relating to such Lot (hereinafter referred to as "Common Driveway"), legal title to the portion of such Common Driveway traversing each Lot shall be vested in the respective Owners of said Lots. Every Owner of a Lot served by a Common Driveway and such Owner's guests, visitors, licensees and invitees with reference to that particular Common Driveway shall have a perpetual, non-exclusive appurtenant and reciprocal right of easement for vehicular and pedestrian purposes over and across any and all portions of such Common Driveway, provided, however, that this right of Easement shall in no event be construed to create any rights to park motor vehicles in such Common Driveway or any portions thereof other than is otherwise permitted hereunder.

Each respective Owner according to such Owner's legal title shall have the obligation to keep such Owner's portion of Common Driveway in good order and repair.

Section 8. Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by Declaration, the most restrictive provision shall govern and control.

ARTICLE VII

ENFORCEMENT

Section 1. Right of Enforcement. This Declaration and the restrictions contained herein shall inure to the benefit of and shall be enforceable by the Association and each Owner, such Owner's legal representative, heirs, successors and assigns.

Section 2. Authority and Enforcement. (a) The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots and the Common Areas; provided, copies of all such rules and regulations shall be furnished to all Owners and occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Areas for violation of any duty imposed under the Declaration, the By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, notice of such violation shall be sent to the Owner and the occupant, and the fine shall first be assessed against such occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Lot Owner shall pay the fine upon notice from the Association, and the fine shall be an assessment and a lien against the Lot until paid. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Areas (except as provided in Article III, Section 6 (a) or (b) of the By-Laws in which case the procedure outlined in subsections (b)(1) and (b)(2) below need not be followed), unless and until notice of the violation is given as provided in subsection b(i) below and either a hearing is held or the time has expired for challenging the proposed sanction as follows:

(i) Notice. If any provision of the Declaration or By-Laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice sent by certified mail, return receipt requested, which shall state: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both; (iv) the name, address, and telephone number of a person to contact to challenge the proposed action; and (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of receipt of the notice. If a challenge is not made, the sanction shall be imposed ten (10) days from the date of the notice as provided in the notice; provided, the Board may, in its discretion, waive any sanction if the violation is cured within such ten (10) day period. In the event of a continuing violation, each day the violation continues constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing. If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board, and notice of the time, date (which shall be not less than ten (10) days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Prior to the effectiveness of any sanction hereunder, proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This Section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

Section 3. Right of Abatement.

(a) Except where different notice provisions are provided in Section 1(k) of Article IV and Sections 14 and 21 of Article V, in the event of a violation or breach of any restriction contained in this Declaration, the Board of Directors shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the Right of Abatement.

(b) The Right of Abatement, as used in this section and in Section 1(k) of Article IV and Section 14 of Article V hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof including the costs of collection (including reasonable attorney's fees actually incurred, together with interest thereon at sixteen (16%) percent per annum or such higher amount as may be authorized by law or such amount as the Board may establish from time to time, provided, however, the Board shall not have the right to establish a rate of interest in violation of the laws of the State of Georgia), to be the binding personal obligation of such Owner enforceable in law as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 5 of Article VII hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 1 of Article III hereof and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located hereon) and (2) to finance the construction, repair or alteration of Structures.

Section 4. Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its

transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

Section 5. Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorney's fees actually incurred.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney to sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Court House in Gwinnett County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Gwinnett County, Georgia are published, all other notice being hereby waived by each Owner. The Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends. Each Owner hereby consents and appoints the Association and its assigns, as the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals to be made by the Association, or its assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association or its assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots. The Association or its assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen (15%) percent of the aggregate amount due for attorney's fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an

interest and irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

Section 6. No Waiver. The failure of the Association, or the Owner of any Lot, his, her, or its respective legal representative, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior to or subsequent thereto.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

Section 1. Association's Insurance.

(a) The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Common Area, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors or its duly authorized agent shall also obtain a public liability policy covering the Common Area, for the hazards of occurrences or actions arising out of bodily injury, including death, or property damage caused by the negligence of the Association or any of its agents which public liability policy shall be in amounts not less than \$1,000,000.00 per claim and \$3,000,000.00 per accident or event. Premiums for all such insurance shall be a common expense to be paid for by the assessment provided for herein. Such insurance shall be governed by the provisions hereinafter set forth.

(b) All policies shall be written with a company licensed to do business in the State of Georgia and holding the highest rating issued by Best's Insurance Reports, Moody's, and Standard and Pools.

(c) Exclusive authority to negotiate and accept settlement under policies hereafter in force on the Common Area shall be vested in the Board of Directors, or its duly authorized agent; provided, however, that no Mortgagee having an interest in the loss may be prohibited from participating in the settlement negotiations, if any, related thereto.

Section 2. Damage and Destruction to Common Area.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the Common Area, the Board of Directors, or its duly authorized agent, shall proceed with the filings and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or construction of the damaged or destroyed property. Repair or reconstruction, as used in this Article, means repairing or restoring the Common Area to substantially the same condition in which it existed prior to the fire or other casualty. All such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Board of Directors may advertise for sealed bids from and negotiate with any licensed contractors for such repair or reconstruction and may enter into such contract or contracts or such repair or reconstruction as it may deem necessary or advisable.

(b) In the event that the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, the Board of Directors shall have the authority to and shall levy a Special Assessment in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction; such Special Assessment to be in accordance with the terms and provisions of Article III hereof. The proceeds from insurance and assessments, if any, received by the Association shall be disbursed as provided for in Section 3 of this Article.

(c) Any such damage or destruction to the Common Area shall be repaired or reconstructed unless nine-tenths (9/10) of the Members of the Association entitled to cast votes at a duly called meeting of the Association, written notice of which shall have been sent to all Members of the Association at least thirty (30) days in advance setting forth: (i) the purpose of the meeting; (ii) the amount of insurance proceeds to be paid as a result of such damage or destruction; and (iii) reliable and detailed estimates of the cost of repair or reconstruction of the Common Area, vote not to repair such damages or destruction. No Mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed. In the event, and if for any reason, such damage or destruction is not repaired, then the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies and Special Assessments, if any, received by the Association as a result of damage to or destruction of the Common Area shall be disbursed as follows: All such proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction or cleaning up as the case may be, as hereinabove provided. Any proceeds remaining after defraying such costs shall be made available to

both the Association and its Mortgagees, if any, having an interest in or lien upon the damaged or destroyed Common Area for such use as they alone may determine. This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

Section 4. Owner's Insurance. Each Owner covenants and agrees with all other Owners and with the Association that such Owner shall carry blanket all-risk property and casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage on his or her Lot and structures constructed thereon, including coverage for vandalism and malicious mischief in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The Association shall not be liable to any person or entity for failure of the Owner to maintain Owner's insurance.

Section 5. Damage and Destruction to Owner's Property. In the event there is any damage or destruction by fire or other casualty to any Structure, including any dwelling or other improvements on a Lot, then the respective Owner shall promptly repair or reconstruct such Structures regardless of the amount of any insurance proceeds received by such Owner.

(a) Such insurance proceeds as are received by such Owners shall be applied to repair or restoration of such Structure.

(b) Any reconstruction or repair must be sufficient to restore such Structures to substantially the same condition in which they existed prior to such casualty and must be substantially in accordance with the plans and specifications, if any, of such Structures as originally constructed on such Lot, or, if not, according to plans and specifications approved by the Neighborhood ACC as provided hereunder.

ARTICLE IX

CONDEMNATION

Section 1. Taking by Eminent Domain. In the event any portion of the Common Area shall be taken under the power of eminent domain or any action shall be commenced with respect to the taking of the Common Area by eminent domain (a sale or transfer by the Association to any public or quasi-public body, agency or person, corporate or otherwise, having the power of eminent domain, either under the threat of condemnation or while condemnation

proceedings are pending, shall be deemed to be a taking by eminent domain):

(a) The Board of Directors, or its duly authorized agent, shall proceed with all action deemed necessary or desirable by said Board, or its agent, with respect to the negotiation and settlement of the award in condemnation or the defense of such eminent domain proceeding. In addition, said Board, or its agent, shall obtain reliable and detailed estimates of the cost of the repair to the Common Area not so taken.

(b) Repair, as used in this Article, means repairing the property to substantially the same condition in which it existed prior to the taking by eminent domain. All damage shall be repaired as soon as practicable after any such taking shall occur. The Board of Directors may advertise for sealed bids from and may negotiate with any licensed contractors for such repair and may enter into such contract or contracts for such repair as it may deem necessary or advisable.

(c) In the event that the award in condemnation paid to the Association is not sufficient to defray the cost of such repair, the Board of Directors shall have the authority to and shall levy a Special Assessment in sufficient amounts to provide funds to pay such excess costs of repair; such Special Assessment to be in accordance with the terms and provisions of Article III hereof. The proceeds from condemnation and assessments, if any, received by the Association shall be disbursed as provided for in this Article IX Section 2 hereof.

(d) Any such damage to the Common Area shall be repaired, unless nine-tenths (9/10) of the Members of the Association entitled to cast votes at a duly called meeting of the Association, written notice of which shall have been sent to all Members of the Association at least thirty (30) days in advance setting forth: (i) the purpose of the meeting, (ii) the amount of the award in condemnation to be paid as a result of such taking, and (iii) reliable and detailed estimates of the cost of repair of the Common Area, vote not to repair such damage. No Mortgagee shall have any right to participate in the determination as to whether the damage shall be repaired. In the event, and if for any reason, such damage is not repaired, then the damaged area or areas shall be cleaned up and maintained in a neat and attractive condition.

Section 2. Disbursement of Proceeds. Proceeds of the award in condemnation and Special Assessments, if any, received by the Association shall be disbursed as follows: All such proceeds or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or cleaning up, as the case may be, as hereinabove provided. Any proceeds remaining after defraying such costs shall be made available to both the Association and its Mortgagee or Mortgagees, if any, having an

interest in or a lien upon the Common Area so taken or damaged, for such use as they alone may determine. This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

ARTICLE X

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, or guarantors of first Mortgages on Lots in the Chattahoochee Hills community. To the extent applicable, necessary, or proper, the provisions of this Article shall apply to both the Declaration and to the By-Laws of the Association. Where indicated, these provisions apply only to "eligible holders," as hereinafter defined.

Section 1. Notices. An institutional holder, insurer, or guarantor of a first Mortgage who furnished the Association with a written request which sets forth the name and address of such holder, insurer, or guarantor and the subject Lot number or numbers shall thereafter be deemed an "eligible holder" and will be entitled to (and shall receive within ten (10) days after the Association becomes aware thereof) written notice of the following:

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

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of thirty (30) days, provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or By-Laws of the Association which is not cured within thirty (30) days;

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

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

Section 2. Federal Home Loan Mortgage Corporation ("FHLMC"). So long as required by the FHLMC the following provisions apply, in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

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

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

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

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

Nothing contained in Section 2 this shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section.

Section 3. Taxes. First Mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 4. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of a Lot in the case of a distribution to such owner of insurance proceeds of condemnation awards for losses to or a taking of Common Area.

Section 5. Notice of Default. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first Mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot in which such Mortgagee has an interest or any obligation under this Declaration, the By-Laws, or

the Articles of Incorporation which is not cured within thirty (30) days.

Section 6. Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the Chattahoochee Hills subdivision may not exceed one (1) year and must provide for termination by either party without cause and without payment of a termination fee on not more than thirty (30) days written notice.

ARTICLE XI

DECLARATION AND AGREEMENT OF COVENANTS

Notwithstanding any other terms or provisions of this Declaration to the contrary or inconsistent herewith, the real property subject to the applicable terms and provisions of that certain agreement, entitled "Declaration And Agreement of Covenants," dated July, 1983 (hereinafter referred to as the "Development Agreement"), including expressly the covenants set forth therein, which shall run with said real property and which shall be binding on all parties having any right, title, or interest in said real property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof; said Development Agreement which is recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, in Deed Book 2588, page 262, Gwinnett County Records. Every grantee of any interest in said real property by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance and whether or not such person shall otherwise consent in writing, shall take subject to said Development Agreement and to the terms and conditions thereof and shall be deemed to have consented to said terms and conditions.

ARTICLE XII

DURATION AND AMENDMENT

Section 1. Duration. This Declaration and the restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when the original Declaration was filed for record with the Clerk of the Superior Court of Gwinnett County, Georgia, September 21, 1984, after which time this Declaration and the Restrictions shall be automatically renewed for successive periods of ten (10) years by a written instrument recorded within the year immediately preceding the beginning of the ten (10) year renewal period which is signed by at least two-thirds (2/3) of the record Owners and accompanied by an

attorney's affidavit confirming ownership of the Lots or such lesser requirement as may be provided in O.C.G.A. § 44-5-50. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Section. However, after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), the Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by Members holding at least two-thirds (2/3) of the total Association vote.

Section 2. Amendment. This Declaration and the Restrictions contained herein may not be amended in any respect except by an amendment executed by the proper Association officers and recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such amendment which is approved by Members holding at least two-thirds (2/3) of the total Association vote.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to comply with any applicable state, city or federal law and to comply with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"). The Board of Directors may also, without the necessity of a vote from the owners, amend Exhibit "C" to this Declaration in the event that the Association acquired additional Common Area or Exclusive Common Area, if the Common area And Exclusive Common Area are reallocated as provided in Article II, Section 3 of this Declaration, or if additional townhomes are added to Chattahoochee Hills.

ARTICLE XIII

ANNEXATION

No real property may be annexed to the Property unless such annexation is approved by a two-thirds vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association.

ARTICLE XIVGENERAL PROVISIONS

Section 1. Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Property; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Property. 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 Lot Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

Section 2. Dispute Resolution. Any Lot Owner or occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that Owner or occupant files any lawsuit against the Association, the Board, any officer or director, or the property manager of the Association, if any. The Owner or occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the person requesting the hearing.

Section 3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any

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

Section 4. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

ARTICLE XV

MISCELLANEOUS

Section 1. No Reverter. No restriction is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 2. Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 3. Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

Section 4. Notices. Except as otherwise expressly provided in this Declaration and the Bylaws, all notices, demands, bills, statements, or other communications required or given pursuant to this Declaration shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, First Class, postage prepaid. Notices to Lot Owners shall be sent to the address at which the Lot Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner. Notices to the Association shall be sent to: Chattahoochee Hills Homeowners Association, Inc. P.O. Box 281, Duluth, Georgia 30136 or such other address as may be provided by the Association.

[CONTINUED ON NEXT PAGE]

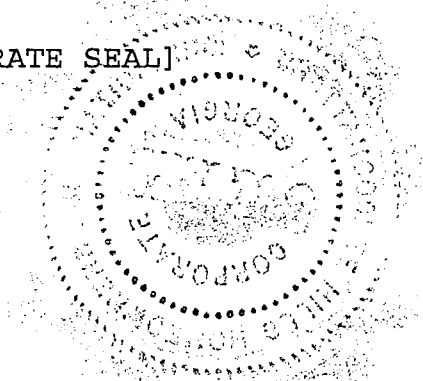
IN WITNESS WHEREOF, the Association, acting through its duly authorized officers, has caused this Declaration to be duly executed and sealed this 12th day of May, 1992.

CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC.

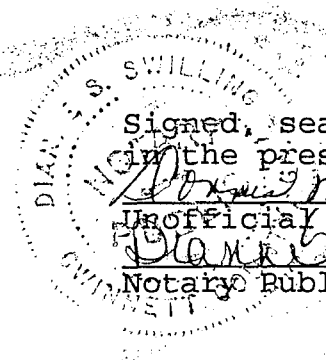
By: Dorinda J. Murphy
President

Attest: Cynthia P. Sikes
Secretary

[CORPORATE SEAL]



Signed, sealed and delivered in the presence of Dorinda J. Maddox
Unofficial Witness
Diana Swilling
Notary Public



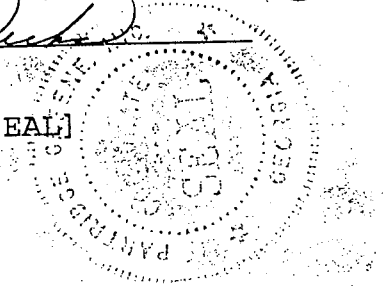
[SIGNATURES CONTINUED ON NEXT PAGE]

PARTRIDGE GREENE, INC.

By: Steven E. Gault
Exec. Vice President

Attest: [Signature]
Secretary

[CORPORATE SEAL]



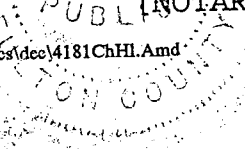
Signed, sealed, and delivered
this 14th day of June 1992.

[Signature]
Witness

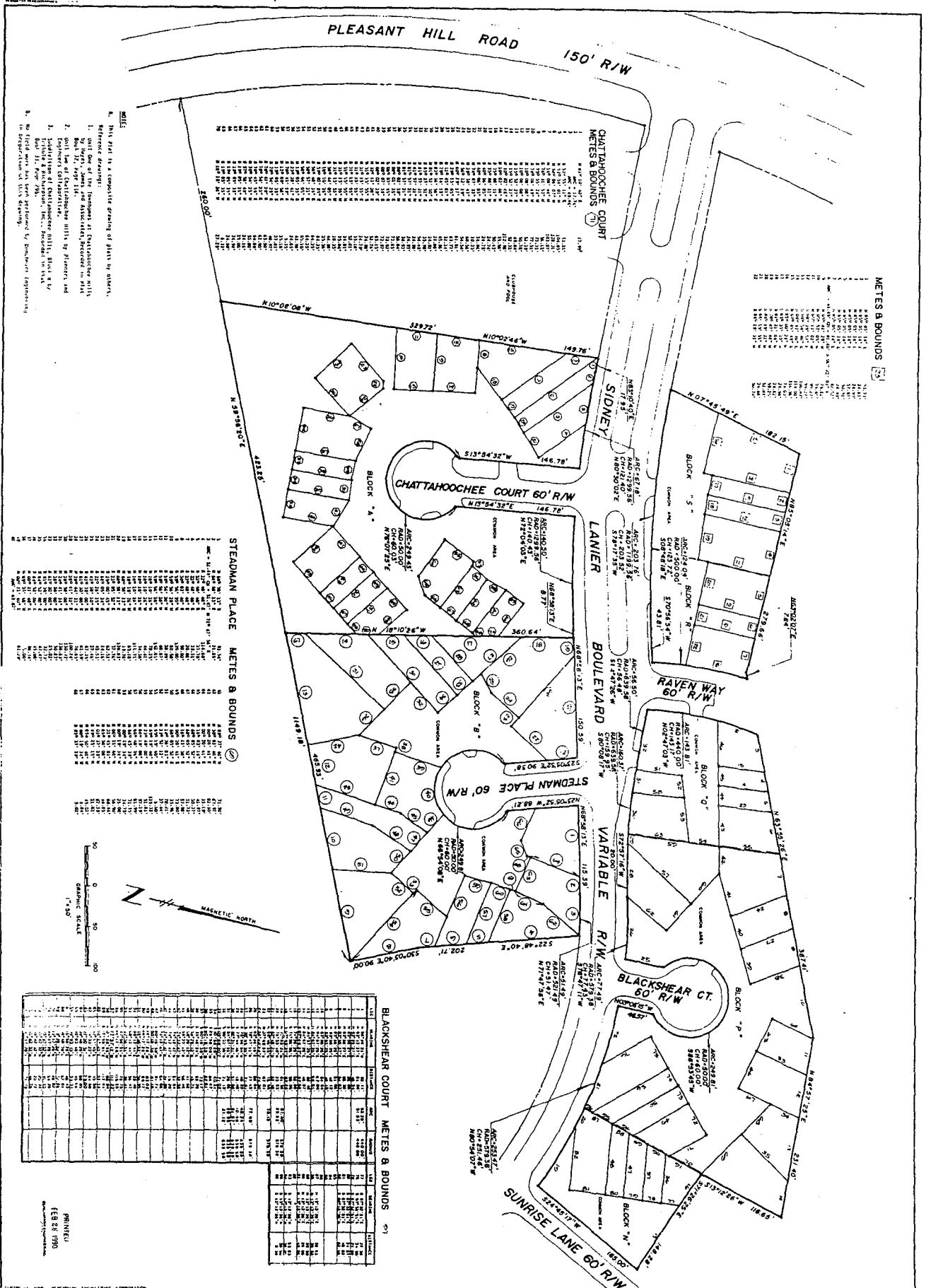
[Signature]

Notary Public
Notary Public, Fulton County, Georgia
My Commission Expires Jan. 12, 1993
PUBL [NOTARY SEAL]

docs\dec\4181ChHl.Amd



All that tract or parcel of land lying and being in Land Lots 295 and 296, of the 6th Gwinnett County Land Lot District in the State of Georgia and lying within the city limits of the City of Duluth, more particularly described as follows: BEGINNING at the intersection formed by the line common to Land Lots 291 and 296 of the 6th Gwinnett Land District and the northeastern 150' R/W of Pleasant Hill Road; thence proceeding southeasterly along said R/W of Pleasant Hill Road 629.95' to a point, which point represents the TRUE POINT OF BEGINNING; thence proceeding the following calls and distances: N87°06'16"E 305.00' to a point; N11°49'05"E 182.00' to a point; N89°06'28"E 279.47' to a point; N63°55'25 "E 465.00' to a point; N84°57'24"E 443.40' to a point; S46°25'54"E 420.00' to a point; S27°05'28"E 795.00' to a point; S62°54'32"W 210.00' to a point; S27°05'28"E 172.80' to a point; S63°38'16"W 30.18 to a point; N27°03'44"W 430.28' to a point; S63°55'25"W 1150.54 feet to a point on the northeastern 150' R/W of Pleasant Hill Road thence proceeding northeasterly along said R/W of Pleasant Hill Road 694.07' along the arc of a circle whose radius is 1236.95' to a point, said point representing the TRUE POINT OF BEGINNING. The herein above described tract encloses 37.000 acres.



- NOTES:**
- This plat is a composite drawing of data by others.
 - Reference documents:
 - all one of the Tompkins of Chattahoochee with
 - W. J. Jones, and Associates, recorded in plat
 - all one of the Tompkins with by Parents, and
 - Engineers of Chattahoochee.
 - Subdivision of Chattahoochee Hills, Block A & B, Book 11, Page 798.
 - No field work has been performed by Benchmark Engineering in preparation of this drawing.

STEDMAN PLACE METES & BOUNDS

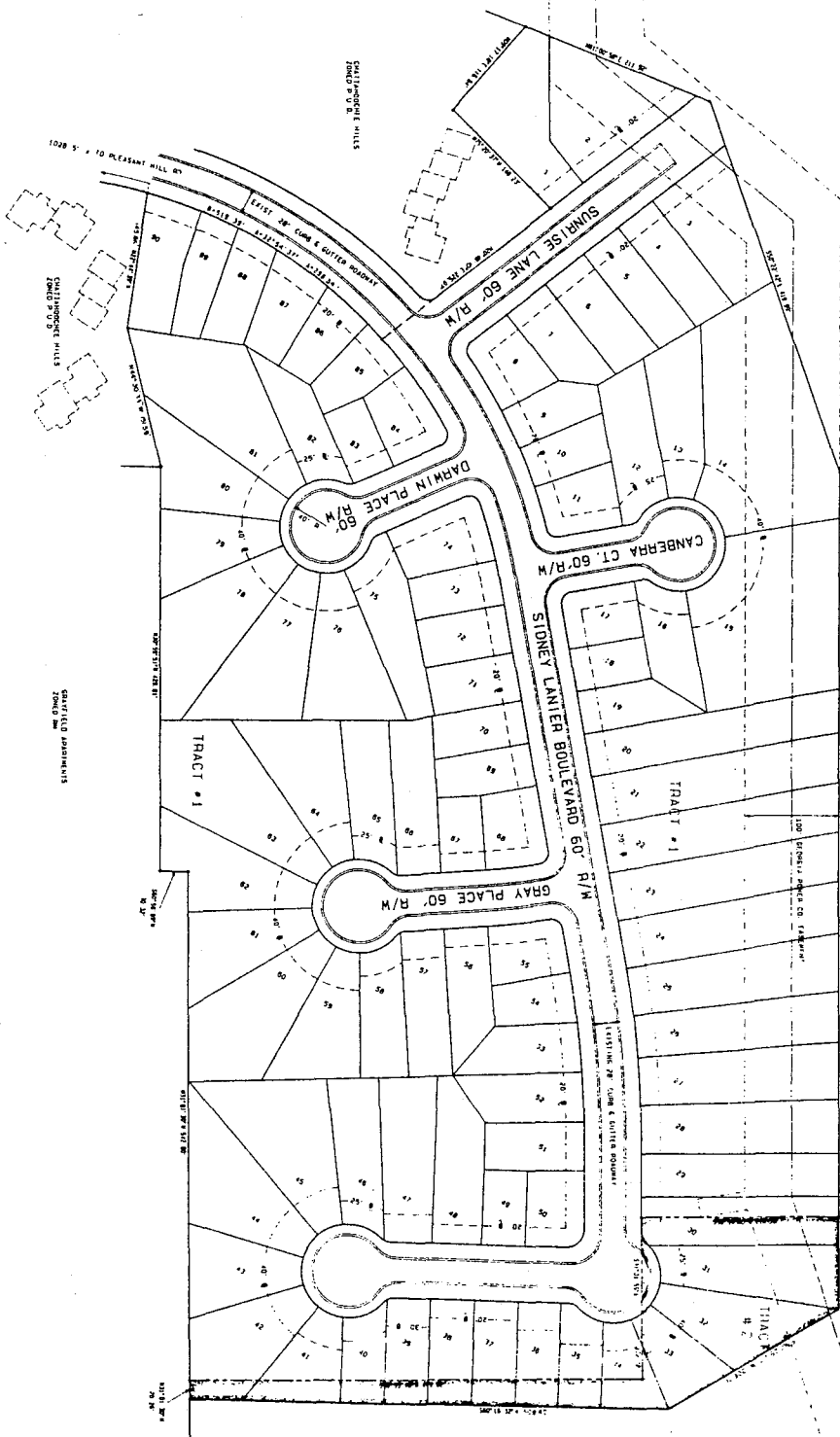
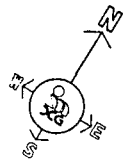
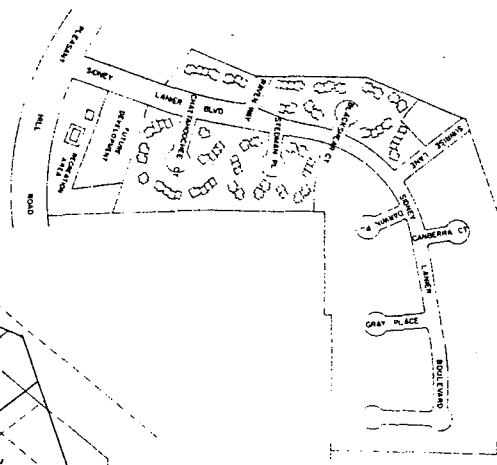
Lot No.	Area (sq. ft.)	Area (sq. m.)
1	1,234	0.114
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BLACKSHEAR COURT METES & BOUNDS

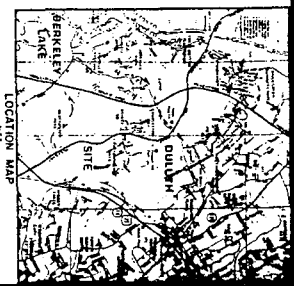
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PRINTED
 FEB 25, 1989
 Benchmark Engineering Corporation

OVERALL DEVELOPMENT PLAN
SCALE: 1"=50'



- NOTES
1. DEVELOPER: RICHPOINT PROPERTIES
PO BOX 403
TUCKER, GEORGIA 30088-0403
PHONE: (404) 534-0710
CONTACT: MR. RICK PORTER
 2. TOTAL PROJECT ACREAGE: 20.68
 3. TOTAL NUMBER OF UNITS: 90
DENSITY: 4.3 UNITS/ACRE
 4. THE FOLLOWING BUILDING SETBACK REQUIREMENTS SHALL APPLY:
MINIMUM FRONT YARD: 20' (EXCEPT WHERE NOTED)
MINIMUM REAR YARD: 20'
MINIMUM SIDE YARD: 5' OR 6'
MINIMUM LOT WIDTH AT THE FRONT BUILDING LINE SHALL BE 48'
- DALLAS DEVELOPMENT, INC.
SCALE: 1"=10'



PREPARED BY:
DEVELOPMENT CONSULTANTS GROUP
P.O. Box 35098
Atlanta, Georgia 30388
Telephone: 404-525-1110



DCG
DEVELOPMENT CONSULTANTS GROUP

CHATTAHOOCHEE HILLS
SITE PLAN AMENDMENT

PROJECT NO.	177
DATE	11/17/98
SCALE	1"=10'
DATE	11/17/98
SCALE	1"=10'
DATE	11/17/98
SCALE	1"=10'
DATE	11/17/98
SCALE	1"=10'

DATE: 11/17/98

CALCULATION OF COMMON AREA ANDEXCLUSIVE COMMON AREA FOR THE TOWNHOME NEIGHBORHOOD

Block A* (Chattahoochee Court):

Total Area (includes all Exclusive Common Areas and Lots)
= 148085 ft² (3.40 acres)

Landscaped areas of Lots
= 19818 ft² (0.455 acres)

Portion of Lot Covered by Townhome (actual ground covered)
= 24894 ft² (0.572 acres)

Landscape portion of Exclusive Area (not located on Lots)
= 80673 ft² (1.852 acres)

Parking area portion of Exclusive Common Area (not located on Lots)
= 22700 ft² (0.521 acres)

Block B* (Stedman Court):

Total Area = 120800 ft² (2.773 acres)

Landscaped areas of Lots
= 64560 ft² (1.482 acres)

Portion of Lot Covered by Townhome
= 21940 ft² (0.504 acres)

Landscape portion of Exclusive Common Area
= 16398 ft² (0.376 acres)

Parking area portion of Exclusive Common Area
= 17902 ft² (0.411 acres)

Block N* (Sunrise Lane):

Total Area = 21735 ft² (0.499 acres)

Landscaped areas of Lots
= 7268 ft² (0.167 acres)

Portion of Lot Covered by Townhome
= 4754 ft² (0.109 acres)

Landscape portion of Exclusive Common Area
= 4801 ft² (0.110 acres)

Parking area portion of Exclusive Common Area
= 4912 ft² (0.113 acres)

Block S*:

Total Area = 30550 ft² (0.701 acres)

Landscaped areas of Lots
= 13892 ft² (0.319 acres)

Portion of Lot Covered by Townhome
= 4708 ft² (0.108 acres)

Landscape portion of Exclusive Common Area
= 7375 ft² (0.169 acres)

Parking area portion of Exclusive Common Area
= 4575 ft² (0.105 acres)

Block P* (Blackshear Court):

Total Area = 87102 ft² (2.000 acres)

Landscaped areas of Lots
= 32103 ft² (0.737 acres)

Portion of Lot Covered by Townhome
= 18694 ft² (0.429 acres)

Landscape portion of Exclusive Common Area
= 23737 ft² (0.545 acres)

Parking area portion of Exclusive Common Area
= 12568 ft² (0.289 acres)

Block Q* (Raven Way):

Total Area = 32686 ft² (0.750 acres)

*Reference drawing by Benchmark Engineering Corp., 10/27/89, attached hereto

Landscaped areas of Lots
= 9083 ft² (0.208 acres)
Portion of Lot Covered by Townhome
= 6308 ft² (0.145 acres)

Landscape portion of Exclusive Common Area
= 11955 ft² (0.274 acres)

Parking area portion of Exclusive Common Area
= 5340 ft² (0.123 acres)

Block R*:

Total Area = 19350 ft² (0.445 acres)

Landscaped areas of Lots
= 7896 ft² (0.181 acres)

Portion of Lot Covered by Townhome
= 3154 ft² (0.072 acres)

Landscape portion of Exclusive Common Area
= 4600 ft² (0.106 acres)

Parking area portion of Exclusive Common Area
= 3700 ft² (0.085 acres)

Common Areas not designated as Exclusive Common Areas, which Common Areas are for the use and enjoyment of both the Cluster Home Neighborhood and the Townhome Neighborhood

- Area 1 => Entrance, south side
- Area 2 => Clubhouse/Pool less the area covered by parking lot, clubhouse and swimming pool
- Area 3 => Between wall and road, located between clubhouse and Chattahoochee Court
- Area 4 => Between wall and road, located between Chattahoochee Court and Stedman Court
- Area 5 => Between property line and road, located between Stedman Court and first lot of the Cluster Homes
- Area 6 => Between property line and road, starting on Sunrise Lane and continuing to Blackshear Court
- Area 7 => Between property line and road, located between Blackshear Court and driveway off of Sidney Lanier Blvd.

*Reference drawing by Benchmark Engineering Corp., 10/27/89, attached hereto

- Area 8 => Between property line and road, located between driveway of Area 7 and Raven Way
- Area 9 => Between wall and road, located between Raven Way and driveway for Block R
- Area 10=> Between wall and road, located between driveway of Area 9 and driveway for Block S
- Area 11=> Between wall/property line and road, located between driveway of Area 10 and Pleasant Hill Road
- Area 12=> Entrance island
- Area 13=> Second island when entering Chattahoochee Hills
- Area 14=> Third island when entering Chattahoochee Hills
- Area 15=> Retention Pond located off of Blackshear Court

Summary of landscaped areas of Lots in Townhome Neighborhood, portion of Lots covered by townhomes, landscaped portion of Exclusive Common Area assigned to Townhome Neighborhood, and parking area portion of Exclusive Common Area assigned to Townhome Neighborhood (square feet)

	<u>Landscape Area of Lot</u>	<u>Townhome portion of Lot</u>	<u>Landscape portion of Exclusive Common Area</u>	<u>Parking area portion of Exclusive Common Area</u>
Block A	19,818	24,894	80,673	22,700
Block B	64,560	21,940	16,398	17,902
Block N	7,268	4,754	4,801	4,912
Block P	32,103	18,694	23,737	12,568
Block Q	9,083	6,308	11,955	5,340
Block R	7,896	3,154	4,600	3,700
Block S	13,892	4,708	7,375	4,575
	<u>154,620 ft²</u>	<u>84,452 ft²</u>	<u>149,539 ft²</u>	<u>71,697 ft²</u>

Summary of Total Common Area not designated as Exclusive Common Area, which Common Area is for the use and enjoyment of both the Cluster Home Neighborhood and the Townhome Neighborhood: (see attached Drawings for Area identification)

Total Area 1	=	11,500 ft ²	(0.264 acres)
Area 2	=	91,251 ft ²	(2.095 acres)
Area 3	=	5,225 ft ²	(0.120 acres)
Area 4	=	5,575 ft ²	(0.128 acres)
Area 5	=	2,900 ft ²	(0.067 acres)
Area 6	=	7,050 ft ²	(0.162 acres)
Area 7	=	5,500 ft ²	(0.126 acres)
Area 8	=	540 ft ²	(0.012 acres)

Area 9	=	375 ft ²	(0.009 acres)
Area 10	=	1,050 ft ²	(0.024 acres)
Area 11	=	9,375 ft ²	(0.215 acres)
Area 12	=	4,000 ft ²	(0.092 acres)
Area 13	=	5,400 ft ²	(0.123 acres)
Area 14	=	4,500 ft ²	(0.103 acres)
Area 15	=	3,000 ft ²	(0.069 acres)
Total Area	=	157,241 ft ²	(3,610 acres)

CALCULATION OF AREA FOR TOWNHOMES AND JOINT COMMON AREA

Total landscaped area in the Townhome Neighborhood including landscaped area of Exclusive Common Area of Townhome Neighborhood and Lots (excluding the portion of the Lot covered by individual Townhomes and the parking areas) and the Common Area not designated as Exclusive Common Area is as follows:

LANDSCAPED PORTION OF EXCLUSIVE COMMON AREA
OF TOWNHOME NEIGHBORHOOD AND LOTS

Block A =>	100,491 ft ²	(2.307 acres)
Block B =>	80,958 ft ²	(1.859 acres)
Block N =>	12,069 ft ²	(0.277 acres)
Block P =>	55,840 ft ²	(1.282 acres)
Block Q =>	21,038 ft ²	(0.483 acres)
Block R =>	12,496 ft ²	(0.286 acres)
Block S =>	21,267 ft ²	(0.488 acres)

LANDSCAPED PORTION OF COMMON AREA

Joint Common =>	157,241 ft ²	(3.610 acres)
TOTAL =	461,400 ft ²	(10.592 acres)

Percentage of Landscaped Area in the Townhome Neighborhood

$$\begin{aligned} & (100,491 + 80,958 + 12,069 + 55,840 + 21,038 + 12,496 + \\ & \quad 21,267) / (461,400) \\ & = 65.92\% \end{aligned}$$

Percentage of Common Area not designated as Exclusive Common Area which is for the use and enjoyment of both the Cluster Home Neighborhood and the Townhome Neighborhood

$$\begin{aligned} & (157,241) / (461,400) \\ & = 34.08\% \end{aligned}$$

EXHIBIT "D"

BY-LAWS

OF

CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC.

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3-23-92

BY-LAWSOFCHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC.ARTICLE INAME AND LOCATION

The name of the corporation is CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 3650 Pleasant Hill Road, Duluth, Georgia 30136.

ARTICLE IIDEFINITIONS

Section 1. "Association" shall mean and refer to the CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be bought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Clerk, Superior Court, Gwinnett County, Georgia.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE IIICHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION

Section 1. Purposes, Powers and Duties of The Association.
The Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the people of Chattahoochee Hills. To the extent, and only to the extent, necessary to carry out such purpose, the Association (a) shall have all the powers of a Corporation organized under the Georgia Nonprofit Corporation Code and (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration.

Section 2. Membership in the Association. Every Owner shall automatically be a Member of the Association and such membership shall terminate only as provided in this Declaration of Covenants, Conditions, and Restrictions. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Voting Rights. The Association shall have one class of voting membership. Each Owner shall be a Member and shall be entitled to one (1) vote which may be cast by the Owner, the Owner's spouse or a lawful proxy. When more than one (1) person owns a Lot, the vote for such Lot shall be exercised as they may determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) co-owner attempts to cast the vote for a Lot, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Lot. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such persons shall not be recognized and such vote shall not be counted. Where such Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity shall be eligible to vote for such entity. Members may vote by proxy as provided in Article IV, Section 5 of the By-Laws by delivering the proxy to the Secretary of the Association;

The Declarant shall notify the Association in writing when the final phase of Chattahoochee Hills has been so platted of record. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon the filing by Declarant of the subdivision plats covering such phases, the total votes outstanding will automatically increase. Nothing contained herein shall obligate the Declarant to develop any proposed phase of Chattahoochee Hills.

Section 4. Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the By-Laws of the Association, as each from time to time may be in force and effect. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The election of directors shall be subject to the following procedure:

(a) nominees for directors shall be qualified as set forth in this Declaration and in the Bylaws;

(b) nominees proposed by the Nominating Committee shall be presented at the September Board meeting preceding the annual meeting and election;

(c) there shall be Membership voting registration by the Secretary one hour prior to the opening of the annual meeting;

(d) no ballots shall be cast prior to the closing of nominations;

(e) there shall be a call for nominations from the floor;

(f) nominations shall be officially closed prior to casting of secret ballots;

(g) ballots shall be counted publicly, immediately following the casting of ballots, by the Secretary and two Members (who shall not be Directors, officers or nominees), one from the Cluster Home Neighborhood and one from the Townhome Neighborhood to be appointed by the President;

(h) the Secretary shall announce and certify those nominees who have been elected.

Section 5. Suspension of Voting Use and Rights. The Board may suspend the voting rights of any Member and the rights of enjoyment of the Common Area of any person who:

(a) shall be subject to the Right of Abatement, as defined in Section 3 of Article VII of the Declaration by reason of having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards of the ACC, within thirty (30) days after having received notice of the same pursuant to the provisions of Section 1(k), of Article IV, Section 14 of Article V, or Section 1 of Article VII of the Declaration;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article III of the Declaration; or

(c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Area. Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation, breach or default, as may otherwise be provided in this Declaration, the suspension may be for a period set to exceed sixty (60) days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from such Owner's Lot.

Section 6. Termination of Membership. Membership shall cease only when a person ceases to be an Owner.

Section 7. Vacancies. The Board shall have the authority to appoint directors whenever a Board vacancy occurs; provided, however, in the event there are three or more Board vacancies at the same time, and there are more than ninety (90) days to the next regular election (annual meeting), then a special meeting of the Members shall be called to elect directors to fill the vacancies. The election shall be held within three weeks of the event of the third vacancy. If the Board appoints a director, the Board must replace the director with a director of like qualification (i.e., a Cluster Home vacancy must be filled with a representative from the Cluster Home Neighborhood). If the Board is unable to locate a qualified person to fill a vacancy, the Board shall advertise the position in the community-wide newsletter. Any director elected or appointed pursuant to this section shall serve the unexpired portion of the term of the director being replaced.

Section 8. Conduct of Meetings. The conduct of all business meetings of the Membership and Board shall be governed by Roberts Rules of Order (as may from time to time be revised), except as otherwise expressly provided in the Declaration and By-Laws.

Section 9. Open Meetings. All business meetings of the Association (Membership, Board and Committee) shall be held at the principal office of the Association and shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the association is or may become involved, and orders of business of a similar nature.

Section 10. Miscellaneous.

(a) Assessment Year and Fiscal Year. The Assessment Year and the Association Fiscal Year (for accounting, financial reporting and tax purposes) shall be the calendar year.

(b) Conflict of Interest. No officer, director, or committee member of Chattahoochee Hills shall be a contractor to, or perform any services for hire for the Association. Subject to this limitation owners and residents of Chattahoochee Hills subdivision who are not officers, directors or committee members may be employed by the Association as contractors so long as the total compensation paid to such, Owner or resident does not exceed Two Hundred and Fifty (\$250.00) Dollars in any calendar year.

(c) Contracts.

(i) There shall be competitive bidding or proposals, based on written Association job specifications, for all annual: (A) grounds maintenance services, (B) pool services and (C) sprinkler services; and for all work or activities having a cost exceeding \$250.00 provided, however, the procedure set forth herein shall not apply in the case of an emergency repair where immediate action is necessary for the safety of Association Members or the preservation of property;

(ii) The Board shall approve all specifications for competitive bidding or proposals, which shall be made up of three sections (Statement of Qualifications, Statement of Conditions and the Bid or Proposal) and shall include provisions as follows:

A. Bidder/Proposer Statement of Qualifications.

- (1) business entity (corporation, partnership, or sole proprietorship); and the principal owner(s);
- (2) location of the business;
- (3) years in business (company and principals);
- (4) licenses and certifications;
- (5) professional and trade association memberships;
- (6) banking reference and contact;
- (7) at least two (2) current business account references, and active accounts of similar nature to the work or activity to be performed for or at the Association;
- (8) the approved contractor shall carry comprehensive general liability and completed operations coverage and workers compensation coverage, underwritten by an insurance company(ies) licensed to do business in the State of Georgia.

B. Statements of Condition. The contractor shall give a brief description of the appearance, physical condition, problems and deficiencies observed at time of initial inspection, prior to bid or proposal submission.

C. Bid or Proposal. The bid or proposal shall include, but not be limited to:

- (1) submission of appropriate certificates of insurance before commencing any work for the Association;
- (2) phone numbers, including emergency number or after hours number;
- (3) identification of contractor representative for the Association account, which must be a party having full authority to bind the contractor;
- (4) identification of the on-site supervisor, if other than the contractor representative;
- (5) a statement to the effect that the contractor shall be an independent contractor;
- (6) a statement that the contractor shall supply all necessary personnel and equipment, which equipment shall be in good working condition each time arriving at the work site to perform the work;
- (7) the work description;
- (8) payment provisions;
- (9) schedule and working hours;
- (10) indemnification clause;
- (11) no assignment of contract without prior written approval of the Board.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting shall be held each year on the second Sunday of October at 3:00 p.m. at the principal office of the Association. The agenda for the annual meeting shall be as follows:

- (a) call to order by the President;
- (b) certification of the presence of a quorum by the Secretary;
- (c) close of voter registration;
- (d) President's opening comments and introduction of directors and officers;
- (e) reading of minutes and approval of minutes;
- (f) annual reports of:
 - (i) Nominating Committee,
 - (ii) Buildings and Grounds Committee,
 - (iii) Architectural Control and Advisory Committee
 - (iv) Financial Planning Committee,
 - (v) Treasurer;
- (g) other business;
- (h) election of directors:
 - (i) call for nominations:
 - (A) Nominating Committee nominees,

- (B) Floor nominations
- (ii) close of nominations,
- (iii) appointment of ballot counters,
- (iv) casting of ballots,
- (v) counting of ballots,
- (vi) certification by Secretary of those elected.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of the total Association vote.

Section 3. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or hand deliver such notice at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members, in person or by proxy, entitled to cast one tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Action Without a Meeting. Any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter.

(a) A written ballot shall:

- (i) Set forth each proposed action; and
- (ii) Provide an opportunity to vote for or against each proposed action

(b) Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) All solicitations for votes by written ballot shall:

- (i) Indicate the number of responses needed to meet the quorum requirements;
- (ii) State the percentage of approvals necessary to approve each matter other than election of directors; and
- (iii) Specify the time by which a ballot must be received by the corporation in order to be counted.

(d) A written ballot may not be revoked. The Association shall maintain such ballots in its file for a period of at least three (3) years.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number and Qualification. The affairs of the Association shall be managed by a Board of five (5), seven (7) or nine (9) directors as established by resolution of the Board, which directors shall be Members of the Association. Each director shall, before taking office, sign an acknowledgement form to the effect such director has read the Declaration and By-Laws, including in particular the duties, obligations and responsibilities of the office to which said director has been elected; and, that each such director shall devote such time as may be necessary to carry out the duties, obligations and responsibilities of said office in a businesslike manner and in timely fashion.

The Board of Directors elected at the first annual meeting after these By-Laws are adopted shall be composed of seven (7) members. Those directors whose terms expire in 1993 shall continue to serve until expiration of their terms (two (2) directors representing the Cluster Home Neighborhood and one (1) director representing the Townhome Neighborhood). At the 1992 annual meeting, two (2) directors shall be elected from the Cluster Home Neighborhood and two (2) directors shall be elected from the Townhome Neighborhood so that the Board shall consist of four (4) directors from the Cluster Home Neighborhood and three (3) directors from the Townhome Neighborhood. At the 1993 annual meeting, one (1) director shall be elected from the Cluster Home Neighborhood and two (2) directors shall be elected from the Townhome Neighborhood so that the Board shall be composed of three

(3) directors from the Cluster Home Neighborhood and four (4) directors from the Townhome Neighborhood. At each subsequent election, directors shall be elected to represent the Neighborhoods so that the Board elected in even numbered years will have one (1) more director from the Cluster Home Neighborhood than the Townhome Neighborhood and the Board elected in odd numbered years will have one (1) more director from the Townhome Neighborhood than the Cluster Home Neighborhood. If at a future date, the Board increases or decreases the number of directors as provided herein, the directors shall be elected so as to preserve the scheme outlined above (i.e., staggered terms with each Neighborhood having one more director than the other Neighborhood in alternate years).

Section 2. Term of Office. Each director shall be elected for a term of two (2) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause by Members holding a majority of the total Association vote at a duly called meeting. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor. The Board may remove a Member who has been absent from three (3) consecutive regular meetings of the Board of Directors or who is more than thirty (30) days delinquent in payment of any assessment, service fee, user fee or other charge due to the Association.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, subject to prior Board approval.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice to the directors, at the principal office of the Association and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than forty-eight (48) hours notice to each director given by mail, in person, by telephone, or by facsimile transmission.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 5. Action Without a Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action. Such written consents must describe the action taken and be signed by no fewer than a majority of the directors and such written consent or consents shall be filed with the minutes of the Board of Directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(e) foreclose the Association's lien against any property for which assessments, Lot Maintenance Service Fees and/or any other service or user fees are not paid or to bring an action at law against the owner personally obligated to pay the same as provided in the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) maintain, or cause to be maintained, an inventory of all Association personal property and review and update said inventory at least annually;

(c) make available at the principal office of the Association to the membership, at least quarterly, condition reports of equipment, systems, buildings, structures and the Association financial status (which shall include revenues to date, expenses to date, cash on hand in checking and reserves);

(d) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(e) as more fully provided in the Declaration, to:

(i) fix the amount of the Base and Neighborhood Assessments against each Lot at least thirty (30) days in advance of each annual assessment period subject to the terms of Article III of the Declaration,

(ii) fix the amount of the Lot Maintenance Service Fee and any other service and user fees at least thirty (30) days in advance of each annual assessment period subject to the terms of Article III, Section 4 of the Declaration,

(iii) send written notice of each assessment, Lot Maintenance Service Fee and any other service and user fees to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, such notice may be contained in the Association's newsletter; and

(f) issue, or to cause the Treasurer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment);

(g) procure and maintain adequate liability and hazard insurance on property owned by the Association, as required by the Declaration;

(h) cause all checks to be signed by at least two members of the Board, one of which shall be the President, Vice-President, or Treasurer;

(i) cause all officers or employees having fiscal responsibilities, specifically including the responsibility to sign checks to be bonded in an amount that the Board may deem appropriate;

(j) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create, who shall at all times be Members of the Board of Directors. Each officer shall, before taking office, sign an acknowledgement form to the effect such officer has read the Declaration and By-Laws, including in particular the obligations and responsibilities of the office to which such officer has been elected and that such officer shall devote such time as may be necessary to carry out the duties, obligations and responsibilities of said office in a businesslike manner and in a timely fashion.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall serve a one (1) year term unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board. The term "for cause" shall include, but not be limited to, malfeasance, misfeasance and/or nonfeasance. Any officer may resign at any time by giving written notice to the Board, the

President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces. During the period of vacancy or vacancies the succession of officers shall be as follows: (i) the Vice-President as President in the event of the absence or vacancy of Presidency; (ii) the Secretary as Vice-President, in the event of the absence or vacancy of the Vice-Presidency; and (iii) the Treasurer as Secretary. In the event there is no such available successor, the Board shall immediately appoint, in the event of absence, or elect, in the event of vacancy, such officer.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person if there are not two people available and willing to fill the positions. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments approved by the Board or the Association as provided in the Declaration and these By-Laws; and co-sign all checks and promissory notes as approved by the Board or the Association as provided in the Declaration and these By-Laws, provided that in the absence of the President, the Vice President shall co-sign all checks subject to the restrictions herein.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board, including, but not limited to co-signing checks in the absence of the President or Treasurer.

Secretary

(c) The Secretary shall be responsible for recording the votes and keeping the minutes of all meetings and proceedings of the Board and of the Members; keeping the corporate seal of the

Association and affixing it on all papers requiring said seal; serving notice of meetings of the Board and of the Members; keeping appropriate current records showing the Members of the Association together with their addresses, and shall be responsible for performing such other duties as required by the Board, including, but not limited to the following:

(i) The Secretary shall cause to be maintained a log of all Association keys as part of the permanent records of the Association and everyone authorized by the Board to have a key to Association property and equipment shall be registered in said log by name, address, date given key and purpose for which authorization was given. Key holders shall sign an Association authorization of key form, which form shall clearly state the purpose for which the key is given and any restrictions on the use or loan of said key. Key holders shall not make or have made duplicate keys, unless specifically authorized by the Board, and shall return all keys to the Secretary in accordance with conditions of the authorization.

(ii) The Secretary shall, within thirty (30) days after the annual meeting, cause to be prepared an Association directory of directors, officers, committees and committee personnel (including address and day and evening phone numbers) and deliver or have delivered said directory to the Members. Periodically, as may be necessary, the directory shall be updated.

Upon resolution of the Board, the Secretary may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Treasurer

(d) The Treasurer shall cause all monies of the Association to be received and deposited in appropriate bank accounts and shall cause such funds to be disbursed as directed by resolution of the Board of Directors; cause proper books of account to be kept; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall cause to be prepared an annual budget and a statement of income and expenditures based on committee reports to be presented to the membership at its regular annual meeting, and a copy of each delivered to the Members as more particularly provided in Article III, Section 4 of the Declaration. The Treasurer's duties shall also include, but not be limited to, the following:

(i) The Treasurer, with the approval of a majority of the Board, shall be responsible for maintenance of appropriate bank accounts in a local branch of a commercial bank. Reserves, in excess of two month's Association approved budgeted expense, shall be invested in fully insured investment vehicles.

(ii) The Treasurer shall cause to be rented a safe deposit box or bank lock box for the keeping of all valuable papers, copies of which shall be kept at the Association's principal office. The Treasurer, and the President and Secretary, in the absence of the Treasurer, shall be authorized to access said safe deposit or lock box. The Treasurer shall cause a safe deposit box or lock box log to be maintained, describing the contents, date of deposit therein, date of removal and purpose of removal and dates upon which and by whom and for what purpose the safe deposit or lock box was accessed. A copy of the contents of said safe deposit or lock box, signed by the Treasurer, shall also be kept in said box.

Upon resolution of the Board, the Treasurer may delegate all or part of the duties associated with the above responsibilities to a management agent.

(iii) It shall be the duty and the responsibility of the Treasurer to service the Association's Post Office Box, and, in the absence of the Treasurer, the President shall assume such duty and obligation.

ARTICLE IX

COMMITTEES

The Board shall appoint the Neighborhood Architectural Control and Advisory Committees, a Building and Grounds Committee, a Financial Planning Committee and a Nominating Committee as provided in Article IV of the Declaration and the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. Committee members and other Members appointed by the Board may be reimbursed for actual expenses incurred in the performance of their duties, subject to prior Board approval. All committee members shall serve at the pleasure of the Board and may be removed with or without cause, by a vote of a majority of the members of the Board of Directors. In the event of a vacancy on any committee caused by any reason, the Board shall appoint a replacement not later than the next regularly scheduled Board meeting.

Regular meetings of committees shall be held without notice at the principal office of the Association at such times as may be determined from time to time by the committees. Special meetings of committees shall be held when called by the chairman of the committee, or by any two members, after not less than forty-eight (48) hours notice to each committee member given by mail, in person, by telephone, or by facsimile transmission.

ARTICLE X

BOOKS AND RECORDS

The books and records of the Association shall be kept in accordance with generally recognized and accepted accounting practices and procedures and applicable FSAB regulations.

Section 1. All Members of the Association and any institutional holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Association, upon written request at least five (5) days before the date on which the Member wishes to inspect and copy:

(a) its Articles or restated Articles of Incorporation and all amendments to them currently in effect;

(b) its By-Laws or restated By-Laws and all amendments to them currently in effect;

(c) resolutions adopted by either its Members or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of Members or any class or category of Members;

(d) resolutions adopted by either its Members or Board of Directors relating to the characteristics, qualification, rights, limitations, and obligations of Members or any class or category of Members;

(e) the minutes of all meetings of Members and records of all actions approved by the Members for the past three (3) years;

(f) all written communications to Members generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(g) a list of the names and business or home addresses of its current directors and officers; and

(h) its most recent annual report delivered to the Secretary of State.

Section 2. A Member may inspect and copy the following records upon written notice at least five (5) business days before the date on which the Member wishes to inspect and copy only if the Member's demand is made in good faith and for a proper purpose that is reasonably relevant to the Member's legitimate interest as a Member; the Member describes with reasonable particularity the purpose and the records the Member desires to inspect; the records

re directly connected with this purpose; and the records are to be used only for the stated purpose:

(a) excerpts from minutes of any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Association, minutes of any meeting of the Members, and records of action taken by the Members or the Board of Directors without a meeting, to the extent not subject to inspection under Section 1;

(b) accounting records of the Association; and

(c) the membership list only if for a purpose related to the Member's interest as a Member. Without the consent of the Board, a membership list or any part thereof may not be: used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association; used for any commercial purpose; or sold to or purchased by any person.

The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, Lot Maintenance Service Fees and any other service and user fees (hereafter referred to as "assessment(s)") which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of sixteen (16%) percent per annum or such higher amount as allowed by law or such amount as the Board may establish, provided, however, in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney's fees actually incurred in any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a duly called regular or special meeting of the Members which notice shall state the purpose of the meeting, by a vote of a majority of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

3-21-92

Docs\bylaw\4181CHHL.AMD

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am duly elected and acting Secretary of the CHATTAHOOCHEE HILLS HOMEOWNERS ASSOCIATION, INC., Association, a Georgia Corporation, and,

THAT the foregoing By-Laws constitute the Amended and Restated By-Laws of said Association, as duly adopted by the Board of Directors and the Members of the Association on the 9 day of May, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9 day of May, 1992.

Cynthia A. Sikes
Secretary

[CORPORATE SEAL]

