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COWETA COUNTY

**SECOND AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, LIENS AND ASSESSMENTS OF
JEFFERSON VENTURES, INC.**

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-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----

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STATE OF GEORGIA
 COUNTY OF COWETA

Reference: Deed Book: 370
 Page: 134
 Deed Book 1363
 Page 0195

**SECOND AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHENANDOAH**

WHEREAS, Jefferson Ventures, Inc, a Georgia corporation, recorded a Consolidated and Restated Declaration of Covenants, Restrictions, Easements, Liens and Assessments of Jefferson Ventures, Inc., recorded on August 30, 1984, in Deed Book 370, Page 134, et seq., Coweta County, Georgia Records (hereinafter referred to as the "Consolidated Declaration"); and

WHEREAS, the Consolidated Declaration has been previously amended by amendments recorded in the Coweta County, Georgia records as follows:

<u>Recording Date</u>	<u>Deed Book/Page</u>
12/17/85	393/466 <u>et seq.</u>
05/27/86	403/158 <u>et seq.</u>
11/14/90	588/401 <u>et seq.</u> ; and

WHEREAS, plats for Shenandoah are filed in Coweta County, Georgia Records; and

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/CHARGES DUE ON PARCELS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON PARCELS, PURSUANT TO THE PROVISIONS HEREOF.

WHEREAS, Article XII, Section 12.07 of the Consolidated Declaration provides for amendment of the Consolidated Declaration by a two-thirds (2/3) vote of the Owners present in person or by proxy at a meeting; and

WHEREAS, at least two-thirds (2/3) vote of the Owners present in person or by proxy at a meeting desire to amend the Original Declaration and have approved this amendment;

WHEREAS, these Amendments do not alter, modify, change or rescind any right, title, interest, or privilege held by any first Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that these Amendments do alter, modify, change, or rescind any right, title, interest, or privilege held by any first Mortgage Holder without such first Mortgage Holder's consent in writing to these Amendments, then these Amendments shall not be binding on the first Mortgage Holder so involved, unless such first Mortgage Holder consents to these Amendments; and if such consent is not forthcoming, then the provisions of the Consolidated Declaration effective prior to these Amendments shall control with respect to the affected first Mortgage Holder;

NOW, THEREFORE, the Consolidated Declaration and above listed amendments all exhibits thereto are hereby stricken in their entirety and the following is simultaneously substituted therefore:

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/CHARGES DUE ON PARCELS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON PARCELS, PURSUANT TO THE PROVISIONS HEREOF.

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EXHIBIT "C"	-	FORM LEASE

**SECOND AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHENANDOAH**

1. NAME.

The name of the property is Shenandoah, which is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as follows:

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

(b) Assessable Property means all Parcels of the Property with the exception of the following Parcels which shall be exempted from all assessments created under this Declaration:

(i) all Parcels owned by the United States of America (except Parcels acquired through mortgage foreclosures or any other proceeding in lieu thereof by the Federal Housing administration, the Veterans Administration, or successors of those agencies), the State of Georgia, the County of Georgia, or any city, tax or service district, or other governmental body, agency or authority;

(ii) all Parcels listed on Exhibit "B" attached hereto and incorporated herein by reference;

(iii) all Parcels exempt from real property taxation in all applicable jurisdictions.

(c) Development Review Committee or DRC means the committee established to exercise the architectural review powers set forth in Paragraph 10 hereof.

(d) Area of Common Responsibility means the Common Property, together with any areas which become the Association's responsibility under this Declaration or by contract or agreement with any other Person. Any public rights-of-way within or adjacent to the Property, may be considered by the Board to be part of the Area of Common Responsibility.

(e) Articles or Articles of Incorporation mean the Articles of Incorporation of Shenandoah Community Association, Inc., filed with the Secretary of State of the State of Georgia.

(f) Association means Shenandoah Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(g) Association Legal Instruments means this Declaration and all exhibits hereto, including the Association's Bylaws, and the plats, all as may be supplemented or amended.

(h) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(i) Bylaws mean the Bylaws of Shenandoah Community Association, Inc.

(j) Commercial means any Parcel improved by a structure, the use of which is a permitted use described in the Coweta County Zoning Restrictions as the same shall be from time-to-time amended and in force.

(k) Commercial Parcel means any parcel and the Structure constructed thereon which is intended for commercial or individual use in accordance with the Coweta County, Georgia Zoning Resolution.

(l) Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(m) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property and otherwise for the benefit of all Parcels.

(n) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Property. Such standard may be more specifically determined by the Board and the DRC.

(o) Designated Parking Spot means a paved area or pad located so as to not detract from the appearance of the Parcel as viewed from the neighbors or from the street. The appearance shall be in accordance with the Community-Wide Standard.

(p) Easement Area, in connection with easements reserved for the purposes set forth in Article IX hereof, means:

(1) those areas on any Parcel with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto; or

(2) to the extent not inconsistent with any easements shown on any deed, map or plat described in subsection (a) of this Section (p), a continuous strip of land ten (10) feet in width (i) abutting the line forming the perimeter boundary of any Parcel identifiable as a discreet piece, parcel, tract or lot of land on any recorded map or plat relating thereto and (ii) lying within such perimeter boundary; provided, however, that there shall be specifically excluded from such Easement Area any portion of such strip on which there is standing a Structure approved by the DRC; and, provided, further, that nothing contained herein shall prevent the DRC from approving the erection of any Structure on any portion of any such strip of land.

(q) Effective Date means the date that this Declaration is recorded in the Coweta County, Georgia land records.

(r) Electronic Record means information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form.

(s) Electronic Signature means a signature created, transmitted received, or stored by electronic means and includes but is not limited to a secure electronic signature.

(t) Eligible Mortgage Holder means a holder of a first mortgage secured by a Parcel who has requested notice of certain items under Paragraph 16(c) hereof.

(u) Living Unit means any Structure or portion of a Structure designed and intended for use and occupancy as a residence by a single person, a family or a family-size group of persons.

(v) Majority means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

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

(x) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(y) Multi-Family Residential means (a) any Parcel which is improved by a Structure which incorporates two or more Living Units; or (b) any Parcel which is zoned "R-2 Multi-Family Residential" under the provisions of the Coweta County Zoning Resolution as the same shall be from time to time amended and in force, whether or not the same is improved by a Structure as described in subsection (a) above. A hotel shall not be considered to be a Multi-Family Residential Structure.

(z) Occupant means any Person occupying all or any portion of a dwelling or other property located within the Property for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(aa) Officer means an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

(bb) Owner means the record title holder of a Parcel, but shall not include a Mortgage Holder.

(cc) Parcel means any part of the Property (including any condominium unit) and all improvements thereon, (except rights of way for utilities or vehicular traffic when such rights of way are held by any city, county, state or other governmental entity, agency or authority) which is separately listed by tax map reference in the real property ad valorem tax records of Coweta County, Georgia.

(dd) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(ee) Property/Community means that real estate which is submitted to the Act and the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference. The Property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

(ff) Residence means any structure constructed on a Residential Parcel which is intended for use and occupancy as a residence.

(gg) Residential Parcel means any Parcel and the Structure thereon which is intended for use and occupancy as a residence.

(hh) Secure Electronic Signature means an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record, which is unique to the person using it, is capable of verification, is under the sole control of the person using it, and is linked to data in such a manner that if the data are changed, the electronic signature is invalidated.

(ii) Single Family Residential means (a) any Parcel which is improved with a Structure which is utilized, or designed and built to be utilized, as a Living Unit by a single person, a family or a family-size group of persons; or (b) any Parcel which is identified in the ad valorem tax records of Coweta County by reference to subdivision, lot and block number whether or not the same is improved by a Structure as described in subsection (a) above; or (c) any Parcel which is zoned "R-1 One Family Residential" under the provisions of the Coweta County Zoning Resolution as the same shall be from time to time amended and in force, whether or not the same is improved by a Structure as described in subsection (a) above.

(jj) Structure means (a) any thing or object the placement of which upon any Parcel may affect the appearance of such Parcel, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, antennae or earth satellite receiver disk, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent improvement to such Parcel; (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 Parcel, or which affects or alters flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Parcel; and

(c) any change in the grade at any point on a Parcel of more than six (6) inches, whether or not subsection (b) of this Section applies to such change.

(kk) Undeveloped means any Parcel which is not improved with a Structure without regard to zoning or any future permitted use except a Parcel which is an unimproved Single-Family Residential Parcel according to the definition of some set out in Section (cc) of this article.

3. LOCATION, PROPERTY DESCRIPTION, AND PLATS.

The Property subject to this Declaration and the Act is more particularly described in Exhibit "A" attached to this Declaration, which Exhibit is specifically incorporated herein by this reference. Plats of survey relating to the Property have been filed in Plat Books in the office of the Clerk of the Superior Court of Coweta County. The plats of survey are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Membership. Every Owner shall be deemed to have a membership in the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Parcel owned. In the event of multiple Owners of a Parcel, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Parcel. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse or domestic partner, but in no event shall more than one (1) vote be cast or more than one (1) office held for each Parcel owned.

(b) Voting. Members shall be entitled to one (1) equal vote for each Parcel owned. When more than one (1) Person holds an ownership interest in any Parcel, the vote for such Parcel shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Parcel's vote shall be suspended if more than one (1) Person seeks to exercise it.

5. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

(a) The amount of all Common Expenses shall be assessed against all the Parcels pursuant to Paragraph 7.

(b) Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments pursuant to this Paragraph and to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

(i) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any Common Expenses benefiting less than all of the Parcels or significantly disproportionately benefiting all Parcels may be specially assessed equitably among all of the Parcels which are benefited according to the benefit received.

(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Parcels or by the licensees or invitees of any such Parcel or Parcels may be specially assessed against such Parcel(s), including attorney's fees incurred by the Association in enforcing the Declaration, Bylaws or Association rules.

For purposes of this subparagraph, non-use shall constitute a benefit to less than all Parcels or a significant disproportionate benefit among all Parcels only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

6. ASSOCIATION RIGHTS AND RESTRICTIONS.

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

(a) to make and to enforce reasonable rules and regulations governing the use of the Property, including the Parcels and the Common Property;

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

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

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

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

(f) to represent the Owners in dealing with governmental entities on matters related to the Common Property;

(g) to acquire, lease, hold, and dispose of tangible and intangible personal property and real property.

7. ASSESSMENTS.

(a) Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Parcels, as may be authorized by the Board.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Parcel, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) periodic (annual or semi annual) assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; and (iii) specific special assessments levied by the Board hereunder against any particular Parcel, including, but not limited to, reasonable fines imposed hereunder and assessments levied under Paragraph 5(b) hereunder.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Parcel and shall be a continuing lien upon the Parcel against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Parcel at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The Association, at the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Coweta County, Georgia records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided, the periodic assessments shall be paid in a lump sum on a date established by the Board. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason

whatsoever, including, but not limited to, nonuse of the Common Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

The lien provided for herein shall have priority as provided in the Act.

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(i) If the annual assessment or any part thereof is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum or such higher rate as permitted by the Act shall accrue from the due date.

(ii) If part payment of assessments and related charges is made, the amount received may be applied by the Board, in respective order, to costs and attorney's fees, late charges, interest, delinquent assessments, and current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges.

(iii) If assessments, fines or other charges, or any part thereof, due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the periodic assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the periodic assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the periodic assessment in monthly installments for that fiscal year, unless reinstated in the Board's discretion.

(iv) If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including reasonable attorney's fees actually incurred, and suspend the Owner's and Occupant's right to use the Common Property (provided, however, the Board may not deny ingress or egress to or from the Parcel).

(d) Computation of Operating Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Community during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The notice of assessment shall include a statement of the assessed valuation of each Parcel, and the assessment rate established by the Association Board for the current year. The budget and the assessment shall become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

As provided in the existing Declaration, the Annual Assessment levied against each and every Parcel of Assessable Property shall be determined by the Association Board in the manner prescribed in subsections (i) through (v) of this Section 7 (d) as follows.

(i) As of January 1st of each succeeding calendar year, each and every Parcel of Assessable Property shall be categorized by the Association Board according to its use, or intended use, and, in the sole discretion of the Board, as either (A) Single Family Residential, (B) Multi-Family Residential, (C) Commercial, or, (D) Undeveloped (the "Valuation Categories").

(ii) The value for assessment purposes (the "Assessed Valuation") of each Parcel of Assessable Property within each of the Valuation Categories described in subsection (a) above shall be 40% of the appraisal of the fair market value of land and improvements thereon, as determined from time to time by Coweta County, Georgia, for ad valorem property tax purposes. (The appraisal of fair market value referred to here means the appraised fair market value figure before Coweta County, Georgia, takes 40% thereof as being the County's assessed value.)

(iii) The sum total of the Assessed Valuations of all Parcels within a particular Valuation Category shall be the "Category Valuation Total".

(iv) As provided in the existing Declaration, the "Annual Millage Rate" shall be calculated by dividing the Annual Association Budget by the total of the Category Valuation Totals of all Valuation Categories described above. The Annual Millage Rate derived by multiplying the Category Valuation Totals based on Coweta County's calendar year 1985 appraisals by the total of the Annual Association Budget for the Association's Fiscal Year 1986 shall be the "Base Year Annual Millage Rate". The Base Year Annual Millage Rate shall not exceed 18 mills (the "Base Year Annual Millage Rate Ceiling"). Succeeding Annual Millage Rates calculated pursuant to the provisions of this subsection (d) of this Section 7 shall not exceed the Base Year Annual Millage Rate Ceiling (18 mills) by a percentage greater than the percentage increase in the Consumer Price Index, U.S. City Average - All Items, 1967 Equals 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"), which has occurred since December 31, 1985. Increases in the Annual Millage Rate allowed hereunder shall be cumulative. As of the date of the adoption of this Second Amended, Consolidated and Restated Declaration, the Base Year Annual Millage Rate is _____. If revised, the Association Board shall make an appropriate conversion on the basis of conversion or adjustment factors published by the Bureau of Labor Statistics; if such factors are not so obtainable, the Association Board shall request the Bureau of Labor Statistics to provide when needed an appropriate conversion or adjustment factor which shall be applicable thereafter; if the Bureau of Labor Statistics shall be unable or unwilling to provide such appropriate conversion or adjustment factor, then the Association Board shall make an appropriate conversion on the basis of conversion or adjustment factors published by Prentice-Hall, Inc. or any other nationally recognized publisher of similar statistical information, and if not such conversion or adjustment factors are published, then the Association Board shall be authorized to apply the provisions of this subsection (d) of this Section 7 by using in the place of the Index such other index as in the judgment of the Association Board shall reflect a broad range of economic factors comparable in general nature to those represented in the Index.

The amount of the Annual Assessment for each Parcel within the various Valuation Categories shall be calculated as follows:

(A) Single Family Residential - The Category Valuation Total shall be multiplied by the Annual Millage Rate and the resulting sum then divided by the total number of Parcels within the Valuation Category to produce the Annual Assessment per Single Family Residential Parcel.

(B) Multi-Family Residential - The Category Valuation Total shall be multiplied by the Annual Millage Rate and the resulting sum then divided by the total number of Living Units within all Structures located on all Parcels within the Valuation Category to produce the Annual Assessment per Multi-Family Living Unit.

(C) Commercial - The Annual Assessment of each Parcel of Property within the Commercial Valuation Category shall be determined by multiplying the Assessed Valuation of each such Parcel by the Annual Millage Rate.

(D) Undeveloped - The Annual Assessment of each Parcel of Property within the Undeveloped Valuation Category shall be determined by multiplying the Assessed Valuation of each such Parcel by the Annual Millage Rate.

(e) Special Assessments. In addition to the assessment provided for in subparagraph (b) above and assessments authorized under Paragraphs 5(b) and 9(b) hereof, the Board may at any time levy a special assessment against all Owners, with notice thereof sent to all Owners. However, any special assessment which would cause the total of special assessments levied against any Parcel in one calendar year to exceed fifty percent (50%) of the Parcel dues, first must be approved by at least two-thirds (2/3) of those Owners either voting by ballot or written consent under Article II, Section 8 of the Bylaws, or present or represented by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose.

(f) Capital Budget and Contribution. The Board may prepare an annual or multi-year capital budget which shall 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, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (d) above.

(g) Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Parcel, or a lender considering a loan to be secured by a Parcel, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Parcel. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Parcel as of the date specified therein. The Association may require an additional fee not to exceed one hundred and forty (\$140.00) dollars if the Association provides a copy of the Declaration and Bylaws to any such Person in connection with a closing or otherwise upon request.

(h) Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the Board's option, either be distributed equally to the Owners or credited to the next assessment chargeable to the Owners, or added to the Association's reserve account.

8. INSURANCE.

(a) Hazard Insurance on Common Property and Parcels. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be 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. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) Association Liability and Directors' and Officers' Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

(c) Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies 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.

(d) Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (i) All policies shall be written with a company licensed to do business in Georgia.
- (ii) All policies on the Common Property shall be for the benefit of the Association and its members.
- (iii) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (iv) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.
- (v) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Property is located.
- (vi) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - (1) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, the Owners and their respective tenants, servants, agents, and guests;
 - (2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
 - (3) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners;
 - (4) a provision that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;
 - (5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
 - (6) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days' prior written notice to the Association.

(e) Additional Association Insurance. In addition to the other insurance required by this Paragraph, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds or dishonesty insurance. The amount of fidelity coverage or dishonesty insurance shall be determined in the directors' best business judgment, but if reasonably available, shall not be less

than three (3) months assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two Board members must sign any checks written on the reserve account. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Mortgage Corporation or the Federal National Mortgage Association.

9. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Property insured by the Association as a result of fire or other casualty, unless eighty (80%) percent of the Parcel Owners vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Parcel Owners without the necessity of a vote of the members or compliance with Paragraph 7(e) above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board. To the extent insurance proceeds are available, the Association may reconstruct or repair owner improvements damaged as a result of fire or other casualty.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Parcel Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph, to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), Owners and/or personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

(e) Damage to or Destruction of Structures on Parcels. In the event of damage to or destruction of Structures on a Parcel, the Owner shall proceed promptly to repair or to reconstruct the damaged Structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Paragraph 10 of this Declaration, unless a determination not to rebuild is made by the Parcel Owner in cases of substantial damage or destruction. If the Structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Parcel of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Parcel in a neat and attractive condition consistent with the Community-Wide Standard.

10. ARCHITECTURAL CONTROLS.

(a) Except as otherwise provided herein, no Owner, Occupant, or any other person may, without first obtaining written approval of the Development Review Committee ("DRC"),:

- (i) make any encroachment onto the Common Property,
- (ii) construct any Structure on a Parcel,
- (iii) make any exterior change, alteration or construction of a Parcel (including painting, regrading or significant landscaping modifications), or any alteration of the Parcel which affects the exterior appearance of the Parcel, or
- (iv) erect, post, or place any sign, object, clothesline, playground equipment, exterior sculpture, fountain in the front yard of a multi-family Parcel. Patriotic flags and other flags within the Community-Wide Standard do not need DRC written approval.

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or the design standards which may be adopted by the Board or DRC, (4) harmony with the external design of the existing buildings, Parcels and structures, and the location in relation to surrounding structures and topography, (5) safety; and (6) any other matter deemed to be relevant or appropriate by the Board or DRC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the DRC may reasonably require. The DRC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and the Association, acting through the Board, shall be entitled to stop any construction which is not in conformance with approved plans.

The DRC or the Board, subject to this subparagraph (a), may allow such encroachments on the Common Property as it deems acceptable.

If the DRC or its designated representative fails to approve or to disapprove such application within fifteen (15) days after the application and all such information as the DRC may reasonably require shall have been submitted, its approval will not be required and this subparagraph will be deemed complied with, unless such structure or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

(b) Development Review Committee. The Development Review Committee shall constitute a standing committee of the Association. The DRC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the DRC. At all times, however, the chairperson of the DRC shall be a Board member. The DRC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Parcel for which plans and specifications have been submitted for approval. The Owner of any such Parcel shall be responsible for paying the full costs of each review, whether or not submitted plans and specifications are approved by the DRC, and the DRC may require payment of all such costs prior to approval of plans and specifications. The DRC also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees shall be published in the design standards.

(c) Appeal. If the DRC is not the Board, then in the event that the DRC or its designated representative disapproves any application or part thereof, an Owner shall have the right to appeal the DRC's decision to the Board of Directors. The Board shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the DRC, the decision of the DRC, and the application of the Owner to the DRC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting

an appeal within fourteen (14) days from the date of the DRC's notice to the Owner of its decision, the decision of the DRC shall become final and all rights of appeal shall terminate and thereafter be void.

(d) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration. In the discretion of the Board or the DRC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

(e) Limitation of Liability. Review and approval of any application pursuant to this Paragraph may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the DRC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the DRC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction or modifications to any Parcel, nor may any action be brought against the Association, the Board, the DRC, or any member thereof, for any such injury, damage or loss.

(f) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and the DRC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the DRC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the DRC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

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

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions or those of the DRC. All costs of any such action, including reasonable attorney's fees, may be assessed against such Parcel. Furthermore, the Board shall have the authority to record in the Coweta County land records notices of violation of the provisions of this Paragraph.

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

(h) Commencement and Completion of Construction. All improvements approved by the DRC hereunder must be commenced within one year from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the DRC, unless the DRC gives a written extension for commencing the work. Additionally, except with written DRC approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the DRC hereunder shall be completed within 90 days of commencement.

(i) Development Guidelines. The Association Board shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Development Guidelines") for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions of this Declaration,
- (ii) governing the procedure for such submission of plans and specifications, and
- (iii) 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 DRC pursuant to this Declaration.

The Association shall make a published copy of its current Development Guidelines readily available to all applicants seeking the DRC's approval and to each Owner upon request. Wherever, herein, reference is made to the DRC's Development Guidelines, the reference is to the Association Guidelines, adopted pursuant to this Section.

(j) Certification of Compliance.

(i) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the DRC, the DRC shall, upon written request by the Owner thereof or upon the DRC's own initiative, issue a Certificate of Compliance, identifying such Structure and the Parcel 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 DRC.

(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 insurer, such Certificate shall be conclusive evidence that all Structures on the Parcel 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 DRC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

11. USE RESTRICTIONS.

I. Residential Parcels

Each Owner of a Residential Parcel shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

Use restrictions regarding use of Parcels and the Common Property are as follows and also as may be adopted by the Board in accordance with the terms hereof and as specified in the Bylaws.

(a) Use of Residential Parcels.

(i) Residential Use. Each Residential Parcel shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Residential Parcel, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Residential Parcel may conduct such ancillary business activities within that 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 Residential Parcel by employees, clients, customers, suppliers or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (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 that portion 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 that portion of the Property, as may be determined in the Board's sole discretion.

(ii) Number of Occupants. In accordance with the Fair Housing Amendments Act of 1988, the maximum number of occupants in a dwelling on a Residential Parcel shall be limited to two (2) people per bedroom in the dwelling, with "bedroom" meaning a room shown as a bedroom in the original design of the dwelling, or in a design approved by the DRC. Garages, sheds, etc., do not qualify as bedrooms and shall not be used for staying overnight. "Occupancy," for purposes hereof, shall be defined as staying overnight in a dwelling for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Residential Parcel is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the dwelling on the Parcel. The designated person(s) to occupy the dwelling may not be changed more frequently than once every six (6) months.

(b) Subdivision of Residential Parcels and Outbuildings. No Residential Parcel may be subdivided into a smaller Residential Parcel and no structure of a temporary character, trailer, tent (other than for recreational purposes), shack, carport, garage, barn or other outbuilding shall be erected or used by any Owner or Occupant on any portion of the Property, at any time, either temporarily or permanently, except with written Board approval.

(c) Prohibition of Damage, Nuisance and Noise. No Owner or Occupant may use or allow the use of the Residential Parcel or any portion of the Property at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Property. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

- (i) Any screaming, shouting, excessively loud talking, whistling, or playing of music or television either outside of a Residential Parcel at any time or within a Residential Parcel if such conduct can be heard in the normal course of activities in any other Residence;
- (ii) Any fighting, raucous behavior or insobriety either outside of a Residential Parcel at any time or within a Residential Parcel if such conduct can be heard in the normal course of activities in any other Residential Parcel(s);
- (iii) The use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations either outside of a Residential Parcel at any time or within a Residential Parcel if such sounds can be heard or vibrations felt in the normal course of activities in any other Residential Parcel(s);
- (iv) Any threatening or intimidating conduct towards any resident, guest or pet at the Property;
- (v) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to the Property or which creates any threat to health or safety of any other resident or pet;

- (vi) Any excessively loud play or playground activities either outside of a Residence at any time or within a Residence if such conduct can be heard in the normal course of activities in any other Residential Parcel (s);
- (vii) Any conduct which creates any noxious or offensive odor either outside of a Residence at any time or within a Residence if such odors can be detected in the normal course of activities in any other Residential Parcel (s);
- (viii) Any similar action or activity outside of a Residential Parcel on the Property, or which occurs inside a Residential Parcel but which interferes with the peaceful use and enjoyment of other Residential Parcels or the Common Area by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Residential Parcel; or
- (ix) Any construction or similar activities on a Residential Parcel which can be heard on other Residential Parcels between the hours of 9:00 p.m. and 7:30 a.m.
- (x) Any lighting, exterior or interior, which creates a nuisance interfering with the peaceful use and enjoyment of other Residential Parcels.

However, nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Occupant has not personally pursued all available remedies against the violator for redress provided under Georgia law.

No Residential Parcel Owner or Occupant may use or allow the use of the Residential Parcel or the Common Areas in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Residential Parcel that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Residential Parcel.

No damage to or waste of the Common Areas, or any part thereof, shall be permitted by any Owner or any Occupant, guest or invitee of any Owner. Each Owner and Occupant shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or Occupant, or the Owner's or Occupant's guest or invitee.

(d) Pets: No Owner or Occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Property, as determined in the Board's discretion.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors, except in a fenced backyard. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in unfenced areas. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Property without prior written Board approval as provided in Paragraph 10 hereof. Feces left by pets upon the Common Property, on any Parcel or in any dwelling, including the pet owner's Parcel or dwelling, must be removed promptly by the owner of the pet or the person responsible for the pet.

No potbellied pigs may be brought onto or kept at the Property at any time. No pit bulldogs or other dogs determined in the sole discretion of the Board to be dangerous dogs may be brought onto or kept on the Property at any time by any Parcel Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health of any Owner or Occupant of any Parcel or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Property upon seven (7) days' written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Any pet which, in the Board's sole

discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet on any portion of the Properties shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Properties.

(e) Abandoned Personal Property. Personal property, other than an automobile as provided for in subparagraph (g) of this Paragraph, 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 Property without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's dwelling, if known, the Board may remove and either discard or store the personal property 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.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(f) Unsanitary or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of a Residential Parcel, except within a garage. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Residence. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a Residence.

(g) Vehicular Parking. The following guidelines will apply to vehicular parking on the Residential Parcels:

(i) No owner or occupant may keep or bring on a Residential parcel more than a reasonable number of vehicles at any time, as determined by the board.

(ii) Subject to Paragraph (h), vehicles may be parked only in garages, on driveways, in carports, or other facilities approved by the DRC.

(iii) Vehicles may not be parked on a lawn, yard, landscaped area, or any other area not approved by the DRC.

(iv) No semi-trailers and/or tractors, trucks over 1.5 tons capacity, or buses shall be parked on the Residential Parcel except with the approval of the DRC.

(v) No inoperative vehicle shall be parked on a Residential Parcel if that vehicle is visible from a street or from an adjoining residential property in excess of twenty (20) days.

(vi) Vehicular parking facilities shall be constructed or altered only in accordance with the prior approval of the DRC of plans and specifications for such parking facilities.

(h) Recreational Vehicles and Trailers.

(i) No motorhome, trailer, housetrailer, boat, or recreational vehicle trailer or other recreational vehicle shall be stored or parked outside of a garage unless:

- (1) Said vehicle/trailer is stored on or parked on a paved parking pad; and
- (2) No portion of the parking pad is located in the front yard of any Residential Parcel or within ten (10) feet of the outer boundary of any such Parcel; and
- (3) The said parking pad is connected with a paved driveway located on the Residential Parcel; and
- (4) Each boat stored on a pad is placed on a boat trailer, and each recreational vehicle without wheels stored on a pad is placed on a stand commercially manufactured for such use; and
- (5) Said vehicle/trailer has not been substantially modified so as to alter its original intended use or its original manufactured configuration.

(ii) If any Owner requests a variance from the Restrictions set forth in subparagraph (i) above with regard to his Residential Parcel, and the adjoining Owners consent to the variance, the DRC may, in its sole discretion, grant such a variance.

(iii) No parking pad shall be constructed unless the plans and specifications are first approved by the DRC. The plans and specifications shall contain a sketch of the Residential Parcel showing the location of the house on the Residential Parcel, the location of the driveway, the location of the proposed parking pad, and the distance between the proposed parking pad and the boundaries of the Residential Parcel.

(iv) If the DRC, in its sole discretion, determines that a trailer, housetrailer, boat, or recreational vehicle is a nuisance, by reason of its appearance or otherwise, the Owner of the Residential Parcel where said trailer, housetrailer, boat, or recreational vehicle is located, shall be given ten (10) days written notice to correct the nuisance. Failure to correct said nuisance by the Owner within said ten (10) day period will be a violation of these Restrictions.

(v) No trailer, housetrailer, or recreational vehicle shall be inhabited as a permanent or temporary Living Unit while the same is parked or stored upon the Residential Parcels.

(i) Garages/Carports. No Owner or Occupant shall park his or her car or other motor vehicle on any portion of the Property, other than in the garage or carport, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the garage or carport according to its design capacity are already parked in said garage or carport. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible; provided, however, that all garage conversions in existence at the time of the adoption of this Declaration, and made in compliance with all of the terms of the Original Declaration, shall not constitute a violation of this requirement.

(j) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on a Residential Parcel without the prior written consent of the Board or its designee, except that two (2) professional security signs not to exceed ten (10") inches by ten (10") inches each in size may be displayed on a Lot on a Residential Parcel and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two (2') feet by two (2') feet in size may be displayed on a Lot on a Residential Parcel being offered for sale or for lease. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Residential Parcels announcing open houses, births, birthdays or other events for limited periods of time in accordance with County ordinances.

II. Commercial Parcels

(a) Outside Storage. Outside storage or placement of materials, refuse, finished goods, products, supplies, or similar materials shall not be allowed unless screened enclosures, fences or other devices for which plans and specifications shall have been approved by the DRC. Development Guidelines for the screening of such outside storage shall be included in the Development Guidelines of the DRC.

(b) Parking. Each Owner shall provide a sufficient number of parking spaces to meet the reasonably anticipated number of employees and customers using such Commercial Parcel, in accordance with plans and specifications approved by the DRC, and shall not permit any person to park a motor vehicle on any private street or road on any Parcel or at any place other than said approved parking spaces. Guidelines relating to parking shall be included in the Development Guidelines of the DRC.

(c) Pipes. Except in accordance with plans and specifications therefore approved by the DRC, no pipe for transportation of liquids, slurries or gases shall be installed on any Parcel above the surface of the ground except hoses and movable pipes used for irrigation or fire fighting purposes.

(d) Poles and Wires. No poles or wires for the transmission of electricity, telephone messages or the like shall be installed on any Parcel above the surface of the ground.

(e) Exterior Lights. All exterior lighting to be erected or altered on any Commercial Parcel or Structure shall be subject to the prior written approval of the DRC of plans and specifications for such lighting.

III. All Parcels

(a) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Parcel and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Property, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish regulations regarding placement of trash cans for pick-up on a Residential Parcel.

(b) Antennas and Satellite Dishes. No transmission antenna, of any kind, may be erected anywhere on the Property without written approval of the Board of Directors or the Development Review Committee. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Property, including a Parcel. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Parcel which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Property, whether attached to a home or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

(c) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Property is prohibited; provided, however, that the display of lawful firearms on the Common Property is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Property to or from the Owner's Parcel. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size, including archery equipment. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1. Fireworks permitted by O.C.G.A. § Section 25-10-1 may be used on a Residential Parcel.

(d) Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Board. Any such Owner or Owners who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

12. SALE OF RESIDENTIAL PARCELS

A Residential Parcel Owner intending to make a transfer or sale of a Residential Parcel or any interest in a Residential Parcel shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Residential Parcel, the purchaser of the Residential Parcel shall give the Secretary of the Board of Directors written notice of his or her ownership of the Residential Parcel. Upon failure of an Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Residential Parcel and Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

13. MAINTENANCE RESPONSIBILITY

(a) Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement subject to any insurance then in effect, of all landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard. The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Property and other property not owned by the Association if the Board determines that such maintenance would benefit the Property.

(b) Owner's Responsibility. Each Owner shall maintain and keep his or her Residential Parcel and Structure, as well as all landscaping thereon, in good repair, condition and order. In addition, each Owner shall maintain any public right of way located between the Owner's Parcel and the curb of the street(s) bordering such Parcel. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Residential Parcel Owners.

Each Owner's obligation shall include, but not be limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the 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.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Parcel, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Property or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Parcel or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Property. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to

discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(c) Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Parcel. If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Parcel, which shall become a lien against the Parcel and shall be collected as provided herein for the collection of assessments.

(d) Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

14. GENERAL PROVISIONS.

(a) 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 security shall lie solely with each Parcel 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.

(b) Dispute Resolution. Any Parcel 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. 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.

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

(d) 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.

(e) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, 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.

(f) Electronic Records, Notices and Signatures. Notwithstanding any other portion of this Declaration, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws of Shenandoah Community Association, Inc., shall govern the giving of all notices required by this Declaration.

15. EMINENT DOMAIN.

Whenever all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five (75%) percent of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefore. The provisions of Paragraph 9, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

16. EASEMENTS.

(a) Easements for Use and Enjoyment. Every Owner of a Parcel shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her Parcel, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Residential Parcel Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his or her family, tenants, guests, and invitees;

(ii) the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the recreational facilities in the Property for any period during which any assessment against his or her Parcel which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(iii) the right of the Association to borrow money as may be set forth in the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for any Parcel or Parcel Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Parcel or other property located within the Property (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Parcel or Parcel Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Parcel or other property located within the Property.);

(iv) the right of the Association to grant permits, licenses or easements across the Common Property, as authorized in this Declaration or the Bylaws; and

(v) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association.

Any Parcel Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his or her family, his or her tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of his or her Parcel, if leased.

(b) Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association may have installed to serve the Property. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

(c) Easement for Entry. The Association shall have an easement to enter onto any Parcel 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 be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Parcel to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board.

17. AUTHORITY AND ENFORCEMENT.

The Community shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations. In addition to any rights the Association may have against an Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Association Legal Instruments, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

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 and/or to use the Common Elements for violation of any duty imposed under the Declaration, Bylaws or Association rules. However, nothing herein shall authorize the Association or the Board of Directors to deny ingress and egress to or from a Lot. If any Occupant of a Lot violates the Declaration, Bylaws or Association rules, a fine may be imposed against the Owner and/or Occupant, as set forth below. The failure of the Board to enforce any provision of the Declaration, Bylaws or Association rules shall not be deemed a waiver of the right of the Board to do so thereafter.

In any enforcement action taken by the Association under this Paragraph, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, may be assessed against the violating Owner and/or Occupant pursuant to Paragraph 8(b)(ii) above.

(a) **Fining and Suspension Procedure.** The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Elements, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (i) below. However, compliance with this subparagraph shall not be required for the following: (i) late charges on delinquent assessments; (ii) suspension of voting rights if an Owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic; (iii) suspension of the right to use the Common Elements if an Owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to use the Common Elements shall be automatic; provided, however, suspension of parking privileges shall require compliance with Paragraph 9(c)(iv) above; and (iv) suspension of common utility services, which shall require compliance with the provisions of Paragraph 9(c)(v) above.

(i) **Notice.** If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspension(s). Fines and/or suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s) and/or suspension(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) **Hearing.** If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

(b) **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking regulations) and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the procedure set forth in subparagraph (a) above.

The Association or its duly authorized agent shall have the power to enter a Residential Parcel or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws or the rules and regulations; provided, however, the violating Owner or Occupant is given at least two (2) days prior written notice requesting that the violation be removed and abated and the property restored to substantially the same condition as existed prior to the structure, thing or condition being placed on the property and causing the violation. Such removal, abatement and restoration shall be accomplished at the violator's sole cost and expense. If the Association exercises its right subject to this subparagraph, all costs of self-help, including but not limited to, reasonable attorney's fees actually incurred, shall be assessed against

the violating Owner or Occupant and shall constitute a lien against the Lot. All such amounts shall be collected as an assessment pursuant to this Declaration. Additionally, the Association shall have the authority to record in the Coweta County land records a notice of violation identifying any uncured violation of the Declaration, Bylaws or rules and regulations regarding the Lot.

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

18. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Coweta County, Georgia land records.

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Coweta County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

19. SEVERABILITY.

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

20. DURATION.

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

21. PREPARER.

This Declaration was prepared by George E. Nowack, Jr., Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 4th Floor, 3500 Lenox Road, Atlanta, Georgia 30326.

22. LEASING OF RESIDENTIAL PARCELS.

(a) Definitions.

(i) "Grandfathered Owner" means an Owner of a Lot who is lawfully leasing his or her Lot on the Effective Date. Grandfathering shall apply only to the Lot owned by that Grandfathered Owner on the Effective Date. Grandfathering hereunder shall continue only until the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner's spouse), or (2) the date that all current occupants of the Grandfathered Owner's Lot vacate and cease to occupy the Lot. Upon the happening of either event, the Lot shall automatically lose grandfathering hereunder.

(ii) "Grandfathered Lot" means the Lot owned by a Grandfathered Owner on the Effective Date hereof.

(iii) "Leasing" means the regular, exclusive occupancy of a Lot by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner, or (2) a person who occupies the Lot with the Owner or parent, child or spouse of the Owner occupying the Lot as his or her primary residence.

(b) Leasing Permit and Restriction. No Owner of a Lot may lease his or her Lot unless: (1) the Owner is a Grandfathered Owner, or (2) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below.

(c) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Community if the permit is approved, (3) the number of hardship leasing permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Owner.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) an Owner dies and the Lot is being administered by his or her estate; or (3) an Owner takes a leave of absence or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the Lot within one (1) year.

Hardship leasing permits shall be valid only as to a specific Owner and Lot and shall not be transferable to other Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor-in-title). Hardship leasing permits shall be valid for a term approved by the Board, not to exceed one (1) year. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant.

Hardship leasing permits shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Lot within ninety (90) days of the permit having been issued; or (3) the failure of an Owner to have his or her Lot leased for any consecutive ninety (90) day period thereafter.

(d) Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:

(i) Notice. At least seven (7) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of that lease. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any Association rules.

(ii) General. Lots may be leased only in their entirety; no rooms or fractions of Lots may be separately leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. Exhibit A is a lease that may be used. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; rather, the Board's approval shall be limited to the form of the proposed lease.

(iii) Liability for Assessments: Compliance. Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained

therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(iv) Compliance with Declaration, Bylaws, and Rules and Regulations.

The Owner and lessee shall comply with all provisions of the Declaration, Bylaws and Association rules and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of this Paragraph or if the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner and to suspend all voting and/or Common Property use privileges of the Owner, Occupants and unauthorized tenant(s).

If a Lot is leased or occupied in violation of this Paragraph, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Lot.

- (1) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.
- (2) Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay any annual or special 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, lessee shall pay to the Association all unpaid annual and special 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 the Declaration 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.

(e) Applicability of this Paragraph. Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by the Association, or by any first mortgagee who becomes the Owner of a Lot

through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. Such parties shall be permitted to lease a Lot without first obtaining a permit in accordance with this Paragraph.

23. HIGH DENSITY MULTI-FAMILY RESIDENTIAL

Assessments for High Density Multi-Family Residential property shall be assessed as provided in Deed Book 1060, Page 575 *et. seq.*

IN WITNESS WHEREOF, the undersigned officers of Shenandoah Community Association, Inc., hereby certify that the above amendment to the Consolidated Declaration were duly adopted by the required majority of the Association and its membership.

This 7 day of June, 06.

SHENANDOAH COMMUNITY ASSOCIATION, INC.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to before me
this 7 day of June, 06.

[Signature]
Witness

[Signature]
COMMISSION EXPIRES MAY 13, 2009



All that portion of the hereinbelow described Tract # 1 lying and being west of the center line of White Oak Creek and north of the northerly right-of-way line of Lower Fayetteville Road (80 foot right-of-way) all as shown on the Survey of Shenandoah by B. Keith Rochester & Associates, Inc. to which survey reference is made in the below description of the said Tract # 1.

TRACT #1: All that tract or parcel of land lying and being in Land Lot 17 of the 1st Land District, Land Lots 1, 2 and 3 of the 2nd Land District, Land Lots 14, 15, 16, 17, 18, 19, 46, 47, 48, 49, 50, 51, 78, 79, 80 of the 5th Land District, and Land Lots 1, 2, 3, 4, 5, 29, 30, and 35 of the 6th Land District, Coweta County, Georgia, and being more particularly described as follows:

BEGIN at the point of intersection of the West land lot line of Land Lot 80 of the 5th Land District with the Southeasterly right-of-way of Georgia Highway 34 (100 foot right-of-way) and from the Point of Beginning run thence South $00^{\circ} 46' 48''$ West along the East line of Land Lot 79 of the 5th Land District 19.84 feet to a point; run thence South $00^{\circ} 46' 48''$ West along the East line of Land Lot 79 of the 5th Land District 631.18 feet to a point; run thence North $89^{\circ} 44' 19''$ East 682.78 feet to a point; run thence North $89^{\circ} 42' 24''$ East 538.69 feet to a point; run thence South $89^{\circ} 48' 21''$ East 871.76 feet to a point; run thence North $89^{\circ} 44' 47''$ East 837.04 feet to the line dividing Land Lot 80 of the 5th Land District and Land Lot 5 of the 6th Land District; run thence South $00^{\circ} 04' 14''$ West along the line dividing Land Lot 80 of the 5th Land District and Land Lot 5 of the 6th Land District 135.34 feet to a point; run thence South $61^{\circ} 40' 54''$ East 884.35 feet to the northwesterly side of Sullivan Road; run thence South $51^{\circ} 13' 43''$ East 80.76 feet to the southeasterly side of Sullivan Road; run thence Northeasterly along the Southeasterly arc of Sullivan Road (which arc is subtended by a chord line running North $29^{\circ} 45' 45''$ East 194.60 feet) 196.07 feet to a point; run thence North $28^{\circ} 34' 31''$ East along the Southeasterly side of Sullivan Road 448.59 feet to a point; run thence Northeasterly, Northerly and Northwesterly along the Southeasterly, Easterly and Northeasterly arc of Sullivan Road, and following the curvature thereof (which arc is subtended by a chord line running North $08^{\circ} 43' 00''$ East 264.96 feet), 270.34 feet to a point; continue thence Northwesterly along the Northeasterly arc of Sullivan Road (which arc is subtended by a chord line running North $11^{\circ} 08' 30''$ West 29.58 feet) 29.58 feet to a point; continue thence Northwesterly along the Northeasterly arc of Sullivan Road (which arc is subtended by a chord line running North $10^{\circ} 21' 15''$ West 580.55 feet) 580.92 feet to a point; run thence North $09^{\circ} 34' 00''$ West along the Northeasterly side of Sullivan Road 305.86 feet to a point; run thence North $78^{\circ} 48' 47''$ East 750.37 feet to a point; run thence South $05^{\circ} 54' 23''$ West 1351.00 feet to a point; run thence South $88^{\circ} 19' 10''$ East 1190.81 feet to the East line of Land Lot 5 of the 6th Land District; run thence South $00^{\circ} 44' 25''$ West along the East line of Land Lot 5 of the 6th Land District 1114.28 feet to the common corner of Land Lots 4, 5, 28 and 29 of the 6th Land District; run thence South $89^{\circ} 32' 48''$ East along the North line of Land Lot

29 of the 6th Land District 1078.85 feet to the Northwesterly side of Stokes Road (80-foot right-of-way); run thence South 89° 32' 48" East along the North line of Land Lot 29 of the 6th Land District 104.04 feet to the Southeasterly side of Stokes Road; run thence South 89° 32' 48" East along the North line of Land Lot 29 of the 6th Land District, 2000 feet to the common corner of land lots 28, 29, 36 and 37 of the 6th Land District; run thence South 00° 42' 02" West along the East line of Land Lot 29 of the 6th Land District 2686.26 feet to the common corner of Land Lots 29, 30, 35 and 36 of the 6th Land District; run thence South 88° 50' 34" East along the North line of Land Lot 35 2921.96 feet to a point; run thence South 03° 22' 01" West 1049.94 feet to a point; run thence South 89° 53' 51" West 2900.50 feet to the East line of Land Lot 30 of the 6th Land District; run thence South 02° 06' 01" West along the East line of Land Lot 30 of the 6th Land District 1879.01 feet to the common corner of Land Lots 30, 31, 34 and 35 of the 6th Land District; run thence North 89° 06' 28" West along the South line of Land Lot 30 of the 6th Land District 3041.49 feet to the Easterly side of Stokes Road; run thence South 89° 42' 01" West 80.00 feet to the Westerly side of Stokes Road; run thence South 00° 17' 59" East along the Westerly side of Stokes Road 2767.86 feet to the Northerly side of Lower Fayetteville Road (80-foot right-of-way); run thence North 89° 23' 24" West along the Northerly side of Lower Fayetteville Road 1142.47 feet to a point; run thence North 89° 47' 03" West along the Northerly side of Lower Fayetteville Road 1330.85 feet to a point; run thence North 85° 27' 40" West 306.73 feet to a point; run thence South 25° 05' 30" West 82.13 feet to a point; run thence South 57° 20' 29" West 96.66 feet to the Westerly side of Mary Freeman Road (80-foot right-of-way); run thence South 02° 55' 29" West along the Westerly side of Mary Freeman Road 283.63 feet to a point; run thence South 03° 29' 22" West along the Westerly side of Mary Freeman Road 273.87 feet to a point; run thence South 02° 36' 38" West along the Westerly side of Mary Freeman Road 273.29 feet to a point; run thence South 01° 22' 19" West along the Westerly side of Mary Freeman Road 371.62 feet to a point; run thence South 00° 07' 59" West along the Westerly side of Mary Freeman Road 1167.37 feet to a point; run thence South 89° 48' 00" East 80.00 feet to the Easterly side of Mary Freeman Road; run thence South 89° 48' 00" East 1980.86 feet to a point; run thence South 00° 37' 00" West 864.53 feet to the line dividing Land Lot 17 of the 1st Land District and Land Lot 1 of the 6th Land District; run thence North 89° 28' 00" West along the line dividing Land Lot 17 of the 1st Land District and Land Lot 1 of the 6th Land District 1650.19 feet to a point; run thence South 00° 36' 58" West 132.41 feet to a point; run thence North 89° 28' 02" West 322.30 feet to the Easterly side of Mary Freeman Road; run thence North 89° 28' 02" West 80.00 feet to the Westerly side of Mary Freeman Road; run thence South 00° 07' 59" West along the Westerly side of Mary Freeman Road, 1196.31 feet to a point; run thence North 86° 57' 14" West 2811.72 feet to a point; run thence South 00° 16' 09" West 1757.25 feet to the Northerly side of Poplar Road; run thence North 89° 28' 32" West 553.87 feet to a point; run thence North 06° 42' 54" East 509.84 feet to a point; run thence North 89° 23' 24" West 597.21 feet to a point; run thence North 89° 23' 24" West 10.00 feet to a point; run thence North 16° 04' 22" East 446.75 feet to a point; run thence North 66° 14' 19" West 1581.04 feet to a point; run thence South 15° 55' 53" East 191.62 feet to a point; run thence North 89° 25' 09" West 708.15 feet to a point; run thence North 00° 34' 51" East 192.63 feet to a point; run thence North 89° 21' 13" West 2984.82 feet to the West line of Land Lot 3 of the 2nd Land District; run thence North 00° 19' 12" West along the West line of Land Lot 3 of the 2nd Land District

1318.24 feet to the common corner of Land lots 3 and 4 of the 2nd Land District and Land lots 13 and 14 of the 5th Land District; run thence North 00° 41' 18" East along the West line of Land lot 14 of the 5th Land District 2966.45 feet to the common corner of Land lots 13, 14, 19 and 20 of the 5th Land District; run thence North 00° 24' 32" East along the West line of Land lot 19 of the 5th Land District 2906.31 feet to a point; run thence North 01° 13' 36" East along the West line of Land lot 19 of the 5th Land District 70.64 feet to the common corner of Land lots 19, 20, 45 and 46 of the 5th Land District; run thence North 01° 25' 09" East along the West line of Land lot 46 of the 5th Land District 191.04 feet to the Southerly side of Lower Fayetteville Road; run thence North 01° 27' 28" East along the West line of Land lot 46 of the 5th Land District 80.18 feet to the Northerly side of Lower Fayetteville Road; run thence North 01° 18' 53" East along the West line of Land lot 46 of the 5th Land District 2696.66 feet to a point; run thence North 00° 49' 04" East along the West line of Land lots 46 and 51 of the 5th Land District 1479.12 feet to a point; run thence North 00° 49' 04" East along the West line of Land lot 51 of the 5th Land District 1523.62 feet to the Southeasterly side of Georgia Highway 34 and the common corner of Land lots 51, 52, 77 and 78 of the 5th Land District; run thence along the Southerly and Southeasterly right-of-way line of Georgia Highway 34 the following courses and distances: North 65° 01' 22" East a distance of 141.37 feet; North 70° 30' 57" East a distance of 499.84 feet; South 19° 04' 36" East a distance of 24.12 feet; North 70° 25' 48" East a distance of 431.83 feet; North 20° 23' 12" West a distance of 24.75 feet; North 70° 17' 30" East a distance of 683.45 feet; North 77° 56' 34" East a distance of 497.03 feet; North 05° 39' 35" West a distance of 14.94 feet; North 85° 52' 36" East a distance of 262.10 feet; North 85° 52' 36" East a distance of 170.86 feet; North 00° 10' 35" West a distance of 14.95 feet; North 85° 45' 11" East a distance of 27.57 feet; North 85° 49' 13" East a distance of 1160.65 feet; thence continuing along the Southerly right-of-way of Georgia Highway 34 in a generally Northeasterly direction a distance of 95.44 feet; thence continuing along the Southerly right-of-way line of Georgia Highway 34 in a generally Northeasterly direction a distance of 2343.29 feet to a point located on the West land lot line of Land lot 80 of the 5th Land District and the point of beginning, and being more particularly shown on "Survey of Shenandoah for the First National Bank of Atlanta, Trustee, for the United States of America" prepared by B. Keith Rochester & Associates, Inc. bearing the seal of B. K. Rochester, Jr., Georgia Registered Land Surveyor #1534, dated August 18, 1981, last revised June 24, 1982, and also being shown on that plat of survey for "Cozeta County Development Authority" prepared by B. Keith Rochester & Associates, Inc. bearing the seal of B. K. Rochester, Jr., Georgia Registered Land Surveyor #1534, dated May 3, 1984.

LESS AND EXCEPT, however, all roads, streets, railroads, and rights-of-way located within the above-described Tract 1.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 48, 49, and 80 of the 5th Land District and Land Lots 3 and 4 of the 6th Land District of Coweta County, Georgia, and being Lots 9 and 9A and 11 and 11A of the Deerwood Subdivision in Shenandoah, Coweta County, Georgia, as shown on Plat of Survey for Gerard L. & Cathy K. Rifenburg, dated May 5, 1982, made by B. K. Rochester, Jr., Registered Land Surveyor, as recorded in Plat Book 30, Page 55, in the Office of the Clerk of Superior Court of Coweta County, Georgia, to which Plat reference is hereby made for a more particular description of the property; and, being Lots 13, 15, 19, 21, 23, 25, 27, 29, 30 and 39 of the said Deerwood Subdivision all as shown on Plat of said subdivision for Shenandoah, Coweta County, Georgia, Deerwood, prepared by B. Keith Rochester & Associates, Inc., B.K. Rochester, Jr., Registered Land Surveyor, dated December 14, 1977, last revised January 23, 1978, recorded in Plat Book 23, Page 127, Office of the Clerk of the Superior Court of Coweta County, Georgia, to which Plat reference is hereby made for a more particular description of the property; and that certain tract or parcel of land lying and being in Land Lot 49 of the 5th Land District of Coweta County, Georgia, conveyed by Tommy and Carolyn Simpson to William R. Beaman by warranty deed recorded in Deed Book 327, Page 837, Coweta County records and as shown on Plat of Survey recorded in Plat Book 25, Page 259 aforesaid records, to which deed and Plat reference is hereby made for a more particular description of the property.

Exhibit "B"

All that tract or parcel of land lying and being in Land Lots 48, 49, and 80 of the 5th Land District and Land Lots 3 and 4 of the 6th Land District of Coweta County, Georgia, and being Lots 9 and 9A and 11 and 11A of the Deerwood Subdivision in Shenandoah, Coweta County, Georgia, as shown on Plat of Survey for Gerard L. & Cathy K. Rifenburg, dated May 5, 1982, made by B. K. Rochester, Jr., Registered Land Surveyor, as recorded in Plat Book 30, Page 55, in the Office of the Clerk of Superior Court of Coweta County, Georgia, to which Plat reference is hereby made for a more particular description of the property; and, being Lots 13, 15, 19, 21, 23, 25, 27, 29, 30 and 39 of the said Deerwood Subdivision all as shown on Plat of said subdivision for Shenandoah, Coweta County, Georgia, Deerwood, prepared by B. Keith Rochester & Associates, Inc., B.K. Rochester, Jr., Registered Land Surveyor, dated December 14, 1977, last revised January 23, 1978, recorded in Plat Book 23, Page 127, Office of the Clerk of the Superior Court of Coweta County, Georgia, to which Plat reference is hereby made for a more particular description of the property; and that certain tract or parcel of land lying and being in Land Lot 49 of the 5th Land District of Coweta County, Georgia, conveyed by Tommy and Carolyn Simpson to William R. Beaman by warranty deed recorded in Deed Book 327, Page 837, Coweta County records and as shown on Plat of Survey recorded in Plat Book 25, Page 259 aforesaid records, to which deed and Plat reference is hereby made for a more particular description of the property.

And Further Less And Except from the Property described hereinabove those portions of the hereinbelow described Tract I and Tract II lying and being west of the center line of White Oak Creek, south of the southerly margin of the right-of-way of Georgia State Highway 34 and north of the northerly margin of the right-of-way of Lower Fayetteville Road:

TRACT I:

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 46, 47, and 51 of the 5th Land District of Coweta County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING commence at the Point of Commencement which is a point marked by an iron pin found at the common corner of Land Lots 18, 19, 46 & 47 of the said 5th Land District; run thence north 33 degrees 42 minutes 32 seconds west a distance of 869.68' to a point marked by an iron pin placed on the northwest margin of the right-of-way of Forest Road (having an 80' right-of-way width) which point is the TRUE POINT OF BEGINNING; and, from said TRUE POINT OF BEGINNING run north 20 degrees 06 minutes 28 seconds west a distance of 350.00' to a point; thence north 69 degrees 09 minutes 55 seconds west a distance of 160.00' to a point; thence north 07 degrees 09 minutes 27 seconds west a distance of 211.60' to a point; thence north 63 degrees 16 minutes 50 seconds west a distance of 201.70' to a point; thence south 65 degrees 30 minutes 50 seconds west a distance of 164.69' to a point; thence south 60 degrees 09 minutes 19 seconds west a distance of 88.68' to a point; thence south 46 degrees 28 minutes 11 seconds west a distance of 103.28' to a point; thence north 21 degrees 13 minutes 27 seconds west a distance of 103.35' to a point; thence north 03 degrees 05 minutes 37 seconds west a distance of 360.00' to a point; thence north 22 degrees 12 minutes 59 seconds east a distance of 99.56' to a point; thence north 86 degrees 30 minutes 23 seconds east a distance of 185.58' to a point; thence north 25 degrees 47 minutes 38 seconds east a distance of 228.99' to a point; thence north 32 degrees 15 minutes 07 seconds west a distance of 206.70' to a point; thence north 76 degrees 48 minutes 44 seconds west a distance of 143.22' to a point; thence north 03 degrees 03 minutes 49 seconds west a distance of 147.28' to a point; thence north 35 degrees 22 minutes 59 seconds west a distance of 209.48' to a point; thence south 86 degrees 25 minutes 26 seconds west a distance of 305.35' to a point; thence north 70 degrees 10 minutes 27 seconds west a distance of 40.11' to a point on the southeast margin of the right-of-way of Shenandoah Boulevard (having a 150' right-of-way width); continue thence in a generally northeasterly direction along the southeast margin of the right-of-way of Shenandoah Boulevard, and following the curvature thereof to the right, an arc distance of 674.17' (Radius 1834.86') to a point on the southeast margin of the right-of-way of Shenandoah Boulevard; thence south 62 degrees 48 minutes 36 seconds east a distance of 425.00' to a point; thence south 50 degrees 18 minutes 17 seconds east a distance of 765.27' to a point; thence south 89 degrees 56 minutes 17 seconds east a distance of 533.00' to a point marked by an iron pin found on the west margin of the right-of-way of Forest Road (having an 80' right-of-way width); thence south 03 degrees 00 minutes 29 seconds east along the west margin of the right-of-way of Forest Road a distance of 134.03' to a point; thence south 79 degrees 59 minutes 04 seconds west a distance of 552.95' to a point;

thence south 01 degrees 47 minutes 07 seconds west a distance of 287.12' to a point marked by an iron pin found; thence south 12 degrees 13 minutes 47 seconds east a distance of 344.75' to a point marked by an iron pin found; thence south 28 degrees 22 minutes 34 seconds east a distance of 353.26' to an point marked by an iron pin found; thence south 60 degrees 12 minutes 51 seconds east a distance of 202.84' to a point on the west margin of the right-of-way of Forest Road (having an 80' right-of-way width); thence south 44 degrees 32 minutes 25 seconds west along the west margin of the right-of-way of said Forest Road a distance of 617.62' to an iron pin placed which is the TRUE POINT OF BEGINNING; said TRACT I containing 37.998 acres all as shown on that certain Plat of Survey prepared for Jefferson Ventures by Koons Wood & Associates (Registered Georgia Land Surveyor No. 2048), Dated 2/27/86, Revised 3/3/86, 4/4/86 and 4/21/86.

TRACT II:

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 19, 46, 47, 48, 49, 50 & 79 of the 5th Land District of Coweta County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT marked by an iron pin found which point is the common corner of Land Lots 18, 19, 46, and 47 of the said 5th Land District; run thence south 80 degrees 44 minutes 30 seconds west a distance of 104.40' to a point; thence north 20 degrees 18 minutes 39 seconds west a distance of 211.11' to a point; thence north 29 degrees 27 minutes 44 seconds west a distance of 539.68' to a point on the southeasterly margin of the right-of-way of Forest Road (having an 80' right-of-way width); thence north 44 degrees 32 minutes 25 seconds east along the southeasterly margin of the right-of-way of said Forest Road a distance of 525.76' to a point on the southeasterly margin of the right-of-way of Forest Road; thence south 32 degrees 12 minutes 16 seconds east a distance of 312.35' to a point; thence south 32 degrees 10 minutes 13 seconds east a distance of 318.95' to a point; thence south 21 degrees 27 minutes 12 seconds east a distance of 281.15' to a point; thence south 41 degrees 45 minutes 55 seconds east a distance of 291.77' to a point; thence north 58 degrees 11 minutes 46 seconds east a distance of 231.51' to a point; thence north 29 degrees 35 minutes 37 seconds east a distance of 175.81' to a point; thence north 02 degrees 01 minutes 41 seconds east a distance of 221.96' to a point; thence north 64 degrees 44 minutes 34 seconds east a distance of 77.44' to a point; thence north 19 degrees 40 minutes 17 seconds east a distance of 629.46' to a point; thence north 00 degrees 08 minutes 31 seconds east a distance of 115.83' to a point; thence north 09 degrees 52 minutes 26 seconds west a distance of 479.88' to a point; thence north 72 degrees 38 minutes 46 seconds east a distance of 83.82' to a point; thence north 08 degrees 52 minutes 50 seconds west a distance of 210.00' to a point; thence north 37 degrees 55 minutes 46 seconds west a distance of 230.67' to a point; thence north 75 degrees 30 minutes 47 seconds west a distance of 384.24' to a point; thence north 79 degrees 43 minutes 53 seconds west a distance of 426.57' to a point on the east margin of the right-of-way of Forest Road (having an 80' right-of-way width); thence north 03 degrees 00 minutes 29 seconds west along the east margin of the right-of-way of Forest Road a distance of 121.92' to a point marked by an iron pin found on the east margin of the right-of-way of Forest Road; thence south 89 degrees 59 minutes 14 seconds east a distance of 960.14' to a point; thence north 56 degrees 27 minutes 46 seconds east a distance of 574.40' to a point; thence north 03 degrees 39 minutes 47 seconds west a distance of 139.71' to a point; thence north 29 degrees 00 minutes 43 seconds west a distance of 598.48' to a point; thence north 81 degrees 27 minutes 54 seconds west a distance of 270.00' to a point; thence south 65 degrees 46 minutes 17 seconds west a distance of 175.45' to a point; thence south 22 degrees 01 minutes 19 seconds west a distance of 71.01' to a point; thence north 69 degrees 56 minutes 58 seconds west a distance of 69.35' to a point; thence north 89 degrees 58 minutes 28 seconds west a distance of 433.89' to a point; thence north 55 degrees 26 minutes 58 seconds east a distance of 270.11' to a point marked by an iron pin found;

thence north 01 degrees 27 minutes 06 seconds east a distance of 514.12' to a point marked by an iron pin found; thence north 40 degrees 05 minutes 38 seconds east a distance of 671.26' to a point marked by an iron pin found; thence north 00 degrees 14 minutes 27 seconds east a distance of 198.13' to a point marked by an iron pin found; thence north 14 degrees 01 minutes 52 seconds east a distance of 203.75' to a point; thence north 04 degrees 37 minutes 36 seconds west a distance of 100.00' to a point; thence north 11 degrees 42 minutes 59 seconds west a distance of 78.49' to a point, which point is on the center line of White Oak Creek; continuing thence along the center line of White Oak Creek north 07 degrees 38 minutes 57 seconds west a distance of 218.76' to a point on the center line of White Oak Creek; continuing thence along the center line of White Oak Creek north 05 degrees 15 minutes 21 seconds west a distance of 239.41' to a point on the center line of White Oak Creek; continuing thence along the center line of White Oak Creek north 07 degrees 23 minutes 04 seconds west a distance of 192.44' to a point on the center line of White Oak Creek; continuing thence along the center line of White Oak Creek north 16 degrees 32 minutes 38 seconds east a distance of 120.00' to a point on the center line of White Oak Creek; continuing thence along the center line of White Oak Creek north 07 degrees 07 minutes 16 seconds east a distance of 140.64' to a point on the center line of White Oak Creek; continuing thence along the center line of White Oak Creek north 07 degrees 36 minutes 15 seconds east a distance of 175.61' to a point on the center line of White Oak Creek; continuing thence along the center line of White Oak Creek north 00 degrees 30 minutes 45 seconds west a distance of 171.39' to a point on the center line of White Oak Creek; continuing thence along the center line of White Oak Creek north 08 degrees 51 minutes 20 seconds west a distance of 168.18' to a point on the center line of White Oak Creek; continuing thence along the center line of White Oak Creek north 13 degrees 59 minutes 43 seconds west a distance of 275.07' to a point on the southerly margin of the right-of-way of Georgia Highway 34 (having a 100' right-of-way width); thence north 85 degrees 49 minutes 57 seconds east along the south margin of the right-of-way of Georgia Highway 34 a distance of 197.48' to a point; thence south 14 degrees 32 minutes 38 seconds east a distance of 445.50' to a point; thence south 08 degrees 03 minutes 16 seconds east a distance of 107.06' to a point; thence south 78 degrees 44 minutes 02 seconds east a distance of 245.54' to a point; thence in a generally southerly direction along the arc of a curved line an arc distance of 54.86 (Radius 50.00') to a point; thence south 41 degrees 22 minutes 43 seconds west a distance of 53.97' to a point; thence south 06 degrees 36 minutes 30 seconds east a distance of 165.10' to a point; thence south 00 degrees 52 minutes 05 seconds east a distance of 330.04' to a point; thence south 36 degrees 56 minutes 53 seconds east a distance of 146.40' to a point; thence south 14 degrees 18 minutes 40 seconds east a distance of 202.28' to a point; thence south 24 degrees 52 minutes 49 seconds west a distance of 76.06' to a point; thence south 48 degrees 30 minutes 50 seconds west a distance of 161.52' to a point; thence south 02 degrees 30 minutes 18 seconds west a distance of 160.15' to a point; thence south 20 degrees 49 minutes 06 seconds west a distance of 281.37 feet to a point; thence south 17 degrees 33 minutes 04 seconds east a distance of 225.50' to a point; thence south 18 degrees 10 minutes 25 seconds west a distance of 554.67' to a point; thence south 54 degrees 58 minutes 35 seconds east a distance of 297.96' to a point; thence north 86 degrees 00 minutes 52 seconds east a

distance of 489.18' to a point; thence north 46 degrees 20 minutes 53 seconds east a distance of 730.57' to a point; thence in a generally southerly direction along the arc of a curved line to the right an arc distance of 147.23' (Radius 190.83') to a point; thence south 08 degrees 34 minutes 09 seconds west a distance of 84.12' to a point; thence in a generally southerly direction along the arc of a curved line to the left an arc distance of 72.83' (Radius 251.14') to a point; thence south 83 degrees 23 minutes 12 seconds west a distance of 68.80' to a point; thence south 33 degrees 41 minutes 24 seconds west a distance of 429.06' to a point; thence south 45 degrees 00 minutes 00 seconds west a distance of 190.92' to a point; thence south 34 degrees 09 minutes 35 seconds west a distance of 169.19' to a point; thence south 21 degrees 50 minutes 16 seconds east a distance of 293.03' to a point; thence south 79 degrees 17 minutes 13 seconds east a distance of 112.97' to a point; thence north 44 degrees 41 minutes 00 seconds east a distance of 383.97' to a point; thence north 81 degrees 35 minutes 44 seconds east a distance of 561.03' to a point; thence north 22 degrees 04 minutes 04 seconds east a distance of 119.78' to a point marked by an iron pin placed; thence north 24 degrees 32 minutes 03 seconds west a distance of 315.48' to a point marked by an iron pin placed; thence north 38 degrees 53 minutes 46 seconds west a distance of 492.11' to a point marked by an iron pin placed; thence south 88 degrees 51 minutes 15 seconds west a distance of 49.34' to a point marked by an iron pin placed; thence in a northerly and northwesterly direction along the arc of a curved line to the left an arc distance of 274.22' (Radius 240.83') to a point; thence north 69 degrees 30 minutes 10 seconds west a distance of 190.92' to a point marked by an iron pin placed; thence north 00 degrees 20 minutes 28 seconds west a distance of 168.45' to a point marked by an iron pin placed; thence north 11 degrees 43 minutes 46 seconds east a distance of 668.60' to a point marked by an iron pin placed on the south margin of the right-of-way of White Oak Drive (having a 60' right-of-way width); thence in a southeasterly direction along the south margin of the right-of-way of White Oak Drive, and following the curvature thereof, an arc distance of 122.06' (Radius 439.01') to a point marked by an iron pin placed on the south margin of the right-of-way of White Oak Drive; thence south 02 degrees 39 minutes 22 seconds east a distance of 575.50' to a point marked by an iron pin placed; thence south 32 degrees 57 minutes 56 seconds east a distance of 127.85' to a point marked by an iron pin placed; thence north 49 degrees 21 minutes 32 seconds east a distance of 128.53' to a point marked by an iron pin placed; thence north 58 degrees 48 minutes 34 seconds east a distance of 399.65' to a point marked by an iron pin placed; thence north 77 degrees 15 minutes 04 seconds east a distance of 249.91' to a point marked by an iron pin placed; thence north 43 degrees 16 minutes 59 seconds east a distance of 223.91' to a point marked by an iron pin placed located on the south right-of-way of White Oak Drive (60' right-of-way); thence south 80 degrees 20 minutes 24 seconds east along the south right-of-way of said White Oak Drive a distance of 320' to a point marked by an iron pin placed; thence in a generally southeasterly direction along the arc of a curve line an arc distance of 27.61' (Radius 333.72') to a point marked by an iron pin placed; thence south 15 degrees 46 minutes 14 seconds west a distance of 149.18' to a point marked by an iron pin placed; thence south 65 degrees 27 minutes 27 seconds west a distance of 96.47' to a point marked by an iron pin placed; thence south 56 degrees 43 minutes 49 seconds west a distance of 83.54' to a point

marked by an iron pin placed; thence south 26 degrees 59 minutes 19 seconds west a distance of 157.45' to a point marked by an iron pin placed; thence south 24 degrees 34 minutes 08 seconds east a distance of 995.48' to a point marked by an iron pin placed; thence south 37 degrees 59 minutes 55 seconds east a distance of 198.16' to a point marked by an iron pin placed on the northwest margin of the right-of-way of White Oak Drive (having a 60' right-of-way width); thence in a generally southerly direction along the west margin of the right-of-way of White Oak Drive, and following the curvature thereof an arc distance of 276.26' (Radius 354.38') to a point on the west margin of the right-of-way of White Oak Drive; thence continuing along the west margin of the right-of-way of White Oak Drive south 00 degrees 08 minutes 39 seconds west a distance of 317.71' to a point; thence continuing in a generally southerly and southwesterly direction along the west margin of the right-of-way of White Oak Drive an arc distance of 492.64' (Radius 427.36') to a point on the northwest margin of the right-of-way of White Oak Drive; continuing thence south 66 degrees 11 minutes 39 seconds west along the northwest margin of the right-of-way of White Oak Drive a distance of 81.05' to a point marked by an iron pin placed; thence north 35 degrees 39 minutes 38 seconds west a distance of 209.66' to a point marked by an iron pin placed; thence south 64 degrees 05 minutes 37 seconds west a distance of 194.55' to a point marked by an iron pin placed; thence south 37 degrees 58 minutes 18 seconds west a distance of 520.10' to a point marked by an iron pin placed; thence south 76 degrees 34 minutes 56 seconds west a distance of 617.66' to a point marked by an iron pin placed; thence in a generally northwest direction along the arc of a curved line an arc distance of 56.87' (Radius 397.49') to a point; thence north 31 degrees 08 minutes 37 seconds west a distance of 68.49' to a point; thence continuing in a northerly direction along the arc of a curved line to the right an arc distance of 149.30' (Radius 182.05') to a point; continuing thence north 15 degrees 50 minutes 35 seconds east a distance of 70.00' to a point marked by an iron pin placed; thence south 89 degrees 11 minutes 03 seconds east a distance of 147.28' to a point marked by an iron pin placed; thence north 68 degrees 11 minutes 55 seconds east a distance of 107.70' to a point marked by an iron pin placed; thence north 77 degrees 41 minutes 31 seconds east a distance of 281.47' to a point marked by an iron pin placed; thence north 48 degrees 59 minutes 27 seconds east a distance of 439.19' to a point; thence north 39 degrees 22 minutes 52 seconds west a distance of 338.77' to a point; thence south 80 degrees 49 minutes 10 seconds west a distance of 376.30' to a point; thence south 55 degrees 20 minutes 30 seconds west a distance of 492.37' to a point; thence south 30 degrees 22 minutes 45 seconds west a distance of 168.08' to a point; thence south 52 degrees 58 minutes 14 seconds east a distance of 223.88' to a point marked by an iron pin placed; thence south 15 degrees 50 minutes 35 seconds west a distance of 85.00' to a point marked by an iron pin placed; thence north 76 degrees 23 minutes 34 seconds west a distance of 134.29' to a point; thence south 46 degrees 13 minutes 08 seconds west a distance of 166.21' to a point; thence south 23 degrees 11 minutes 55 seconds east a distance of 76.16' to a point; thence south 79 degrees 28 minutes 45 seconds east a distance of 71.20' to a point; thence south 16 degrees 45 minutes 45 seconds east a distance of 780.15' to a point marked by an iron pin placed; thence south 43 degrees 11 minutes 56 seconds east a distance of 562.43' to a point marked by an iron pin placed; thence south 56 degrees 18 minutes 36 seconds east a distance of 342.53' to a point marked by an iron pin placed; thence north 79 degrees 41 minutes 43 seconds east a distance of 111.80' to a point marked

by an iron pin placed; thence south 45 degrees 00 minutes 00 seconds east a distance of 127.28' to a point marked by an iron pin placed; thence south 29 degrees 44 minutes 42 seconds west a distance of 161.25' to a point marked by an iron pin placed; thence south 15 degrees 28 minutes 43 seconds west a distance of 337.23' to a point marked by an iron pin placed; thence south 28 degrees 04 minutes 21 seconds west a distance of 68.00' to a point marked by an iron pin placed; thence south 58 degrees 53 minutes 28 seconds west a distance of 67.74' to a point marked by an iron pin placed; thence south 83 degrees 40 minutes 19 seconds west a distance of 191.08' to a point marked by an iron pin placed; thence in a northwesterly arc of a curved line to the right an arc distance of 20.00' (Radius 460.95') to a point; continuing thence north 08 degrees 24 minutes 32 seconds west a distance of 113.30' to a point; thence in a northwesterly arc of a curved line to the left an arc distance of 40.05' (Radius 229.93') to a point marked by an iron pin placed; thence north 33 degrees 28 minutes 37 seconds east a distance of 252.19' to a point marked by an iron pin placed; thence north 54 degrees 22 minutes 59 seconds west a distance of 420.70' to a point marked by an iron pin placed; thence north 43 degrees 46 minutes 42 seconds west a distance of 630.18' to a point marked by an iron pin placed; thence south 75 degrees 02 minutes 29 seconds west a distance of 299.78' to a point on the center line of White Oak Creek; thence continuing south 23 degrees 43 minutes 25 seconds west along the center line of White Oak Creek a distance of 56.84' to a point on the center line of White Oak Creek; thence continuing south 41 degrees 27 minutes 32 seconds west along the center line of White Oak Creek a distance of 214.15' to a point on the center line of White Oak Creek; continuing south 52 degrees 00 minutes 55 seconds west along the center line of White Oak Creek a distance of 175.95' to a point on the center line of White Oak Creek; continuing south 12 degrees 10 minutes 42 seconds west along the center line of White Oak Creek a distance of 310.70' to a point on the center line of White Oak Creek; continuing south 61 degrees 23 minutes 00 seconds west along the center line of White Oak Creek a distance of 57.83' to a point on the center line of White Oak Creek; continuing south 01 degrees 34 minutes 00 seconds west along the center line of White Oak Creek a distance of 105.74' to a point on the center line of White Oak Creek; continuing south 11 degrees 42 minutes 23 seconds west along the center line of White Oak Creek a distance of 254.50' to a point on the center line of White Oak Creek; continuing south 13 degrees 28 minutes 37 seconds west along the center line of White Oak Creek a distance of 158.01' to a point on the center line of White Oak Creek; continuing south 18 degrees 06 minutes 03 seconds west along the center line of White Oak Creek a distance of 164.52' to a point on the Center Line of White Oak Creek; thence north 88 degrees 29 minutes 29 seconds west a distance of 1286.59' to an iron pin found at the common corner of Land Lots 18, 19, 46 & 47 of the 5th Land District which point is the POINT OF BEGINNING. Said Tract II containing 204.603 acres all as shown on Plat of Survey prepared for Jefferson Ventures by Koons Wood & Associates (registered Georgia Land Surveyor No. 2048), dated 2/27/86, revised 3/3/86, 4/4/86 and 4/21/86.

STATE OF GEORGIA
COUNTY OF COWETA

"EXHIBIT C"

SHENANDOAH

LEASE AGREEMENT

THIS AGREEMENT is made this ___ day of ___, 20___, by and between _____ (hereinafter called "Lessor"), _____ and _____ (hereinafter called "Lessee");

WITNESSETH

That, in consideration of the mutual covenants hereinafter set forth, the parties do hereby covenant and agree as follows:

1. **PREMISES LEASED, TERM OF LEASE, AND OCCUPANCY.** Lessor does hereby rent and lease to Lessee a Parcel at _____ in Shenandoah (hereinafter the "Premises"), for a term of (not less than six (6) months) , commencing on ___, 20___, and ending on ___, 20___, midnight.

2. **RENT.** Lessee covenants and agrees to pay to Lessor at _____ total rent for the term equal to (\$___) Dollars which rent shall be paid in equal monthly installments of _____ (\$___) Dollars promptly on the first day of each rental month in advance during the term of this Lease, without deduction or demand. The rent amount specified above is subject to adjustment during the term of the Lease as described in Paragraphs 3 and 8 below.

3. **RENT ADJUSTMENT.** It is expressly agreed and understood that, at any time, the rent due may be increased in the amount of any assessment and/or real estate tax increases incurred by Lessor during the term of this Lease. Lessor or Agent may adjust rent pursuant to the foregoing by delivering a notice of the adjustment at least thirty (30) days before such adjustment is to take effect, which notice shall be deemed delivered when (a) sent certified or registered mail to Lessee at the address of the Premises; (b) personally delivered to Lessee; or (c) left at the Premises.

4. **LATE PAYMENTS AND RETURNED CHECKS.** Time is of the essence in this Agreement, and if Lessor elects to accept rent after the ___ day of the month, a late charge, upon request of Lessor, of \$___ may be charged as additional rent. In the event Lessee's rent check is dishonored by the bank, Lessee agrees to pay Lessor \$___ as a handling charge and, if appropriate, the late charge. Returned checks shall be redeemed by cash, a cashier's check, certified check, or money order. If more than two checks are returned, Lessee agrees to pay all future rents and charges in the form of cash, a cashier's check, a certified check, or money order.

5. **SECURITY DEPOSIT.** Upon the execution of this Lease, Lessee covenants and agrees to pay to Lessor a security deposit in the amount of \$___, as security for Lessee's fulfillment of the conditions of this Lease. The security deposit will be returned to Lessee within thirty (30) days after the Premises are vacated if:

(a) the lease term has expired or this Lease has been terminated by both parties;

(b) all monies due Lessor by Lessee have been paid; and

(c) the Premises are not damaged and are left in the same condition as exists at the execution of this Lease, normal wear and tear excepted.

The deposit may be applied by Lessor to satisfy all or part of Lessee's obligations, and such application shall not prevent Lessor from claiming damages in excess of the deposit. Lessee agrees not to apply the deposit to any rent payment and also agrees to pay \$___ for re-keying locks if all keys are not returned. Lessee acknowledges receipt of ___ keys.

In the event that any part of the deposit has been used by Lessor in accordance with the terms of this Lease or applicable law, Lessee shall upon demand immediately deposit with Lessor a sum equal to the amount so applied by Lessor so that Lessor shall have the full deposit on hand at all times during the Lease term including any extension, renewal or holdover term. In the event of any permitted assignment or sublease of this Lease by Lessee, the deposit shall be deemed to be held by Lessor as a deposit made by Lessee's assignee or sublessee, and Lessor shall have no further liability to return such deposit to the assignor or sublessor.

The foregoing notwithstanding, if Lessor is not a natural person, has used a rental agent, or leases more than ten (10) rental units:

(i) The security deposit shall be deposited in Escrow Account No. _____, at _____; and

(ii) Prior to the acceptance of a security deposit, Lessor shall present Lessee with a list signed by Lessor of all damage, if any, to the Premises, and Lessee, after having been given an opportunity to inspect the Premises to ascertain the accuracy of the list, shall either verify the list by signing it or shall notify Lessor in writing of any items on the list to which Lessee dissents.

6. ASSOCIATION IS THIRD-PARTY BENEFICIARY. Lessee and Lessor acknowledge that Shenandoah Community Association, Inc. (hereinafter the "Association"), is a third-party beneficiary of the promises made in this Lease Agreement.

7. COMPLIANCE AND ENFORCEMENT BY ASSOCIATION. Lessee shall comply strictly with the Declaration of Covenants, Conditions and Restrictions for Shenandoah (hereinafter the "Declaration"), the Bylaws of Shenandoah Community Association, Inc. (hereinafter the "Bylaws"), and the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee, or any occupant or person living with Lessee, of any provision of the Declaration, Bylaws, or the rules and regulations adopted thereunder, shall constitute a default under this Lease.

In order to enforce the provisions of this Lease, the Association may bring an action against the Lessor or Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or Bylaws or available at law or in equity including, without limitation, all remedies available to a landlord upon breach or default of a lease (including eviction). Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter.

Lessor hereby delegates and assigns to the Association, acting through the Board, the power and authority to evict Lessee on behalf of and for the benefit of Lessor, in accordance with the terms hereof. In the event the Association proceeds to evict Lessee, any cost associated with the eviction, including attorney's fees and court costs, shall be specially assessed against the Premises and shall be a personal obligation of Lessor, such being deemed hereby as an expense which benefits the leased Premises and Lessor.

Lessee and Lessor hereby represent that Lessee has been given a copy of the Declaration, Bylaws, and rules and regulations of Shenandoah Community Association, Inc., that Lessee has read them, and that Lessee is bound by them.

If Lessee or a person living with Lessee violates the Declaration, Bylaws or a rule or regulation for which a fine is imposed, such fine may be assessed against Lessee; provided, however, if the fine is not paid by Lessee within the time period set by the Board of Directors of the Association, Lessor shall pay the fine upon notice from the Association of Lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Premises.

8. PAYMENT OF ASSESSMENTS. Upon request by the Association, Lessee shall pay to the Association all unpaid annual assessments and special assessments, as lawfully determined and made payable during and prior to the term of the Lease and any other period of occupancy by Lessee; provided, however, Lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Association's request. All such payments made under this Paragraph shall reduce, by the same amount, Lessee's obligation to make monthly rental payments to Lessor. If Lessee fails to comply with the Association's request to pay assessments, Lessee shall pay to the Association all late or delinquent charges, interest, and costs of collection including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the Premises during the term of this Lease and any other period of occupancy by Lessee.

9. POSSESSION. Lessor shall not be liable for damages to Lessee for failure to deliver possession of the Premises to Lessee at the commencement of the term if such failure is due to no fault of the Lessor. Lessor shall use his or her best efforts to give possession of the Premises to the Lessee at the beginning of Lessee's term.

10. MAINTENANCE AND INDEMNIFICATION. Lessee accepts the Premises in the condition in which they are now and as suited for the use intended by Lessee. Lessor shall not be required to make any repairs or improvements on the Premises, except that on written notice from the Lessee of any defect rendering the Premises unsafe or untenantable, Lessor shall remedy such defective condition. Lessee shall comply with all notices and other requirements, including the Declaration, Bylaws and rules and regulations of the Association concerning maintenance and repair. Lessee shall be liable for and shall indemnify and hold Lessor harmless from any damage or injury to the person or property of Lessee or any other person if such damage or injury be due to the act or neglect of the Lessee or any other person in his or her control or employ, or if such damage or injury be due to any failure of Lessee to report in writing to Lessor any defective condition which Lessor would be required to repair under the terms hereof on notice from Lessee. Lessee releases Lessor from liability for and agrees to indemnify Lessor against all losses incurred by Lessor as a result of (a) Lessee's failure to fulfill any condition of this Agreement; (b) any damage or injury happening in or about the Premises to Lessee's invitees or licensees or such person's property; (c) Lessee's failure to comply with any requirements imposed by any governmental authority and as provided in Paragraph 7 hereof; and (d) any judgment, lien, or other encumbrance filed against the Premises as a result of Lessee's action. All personal property located or stored in the Premises or on Common Property of Shenandoah shall be kept and stored at Lessee's sole risk, and Lessee shall indemnify and hold harmless Lessor and the Association from and against any loss or damage to such property arising out of any cause whatsoever. Lessor and the Association shall not be liable, except in the case of Lessor's direct negligence or willful misconduct, for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises or the Common Property and facilities sustained by Lessee or by any person claiming through Lessee.

11. USE AND OCCUPANCY. The Premises will be used solely for the purpose of Lessee's residence. Lessee shall not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others, and Lessee shall comply with all applicable laws, ordinances, covenants and rules and regulations. Lessee shall not paint, redecorate, remodel or make any structural changes to the Premises, nor shall Lessee remove or replace any fixtures on or from the Premises. Lessee shall not damage, destroy or commit waste on the Premises, nor permit any other person to damage, destroy or commit waste on the Premises.

Lessor transfers and assigns to Lessee for the term of this Lease any and all rights and privileges that Lessor has to use the Common Property of North Farm including the recreational facilities and other amenities. The maximum number of occupants of the Premises shall be no more than two (2) people per bedroom. "Occupancy," for purposes hereof, shall be defined as staying overnight at the leased property for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Lessor and the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

12. UTILITIES. All utility bills for services separately metered or billed to the Premises during the lease term shall be paid by _____.

13. PETS OR ANIMALS. Lessee shall keep only those pets or animals that comply with the Declaration and the rules and regulations adopted by the Board of Directors, and then only with prior approval from Lessor.

14. ASSIGNMENT AND SUBLEASING. Lessee shall not assign this Lease or sublet the Premises or any part thereof without the written permission of Lessor and the Board of Directors of the Association, pursuant to its duly adopted rules and regulations.

15. CASUALTY. If the Premises are rendered untenantable by fire, storm, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as of that date.

16. ACCESS. Lessor, his or her agents, and the agents of the Association shall have the right of access to the Premises, upon notice to Lessee, between the hours of 8:00 a.m. and 8:00 p.m., to inspect, maintain, and improve the Premises, and for the purpose of showing the Premises to prospective tenants during the last month of the lease term. In case of emergency, such parties may enter at any time to prevent property damage or personal injury.

17. DISCLOSURE. Lessor, as the owner of record of the Premises, or the person authorized to act for and on behalf of the owner for the purpose of service of process and receiving and receipting for demands and notice is:

(owner) (agent)

(address)

18. **HOLDOVER.** Lessee shall not remain in possession of the leased Premises after the expiration of this Lease. Any holding over of the leased Premises by Lessee after the expiration of this Lease without a written renewal thereof or written consent from Lessor or Lessor's agents and written approval of the Board of Directors of the Association shall not constitute a tenancy-at-will by Lessee, but Lessee shall become a tenant-at-sufferance. There shall be no renewal whatsoever of this Lease by operation of law. The Association, as attorney-in-fact on behalf of Lessor, shall be empowered to bring an action to evict Lessee in the event that Lessee holds over beyond the term of this Lease.

19. **SURRENDER.** Whenever under the terms hereof Lessor is entitled to possession of the Premises, Lessee shall at once surrender the Premises to Lessor in as good condition as at present, natural wear and tear excepted, and Lessor may forthwith reenter Premises and repossess himself or herself thereof and remove all persons and effects therefrom, using such force as may be necessary without being guilty of forcible entry or detainer, trespass, or other tort.

20. **ABANDONMENT.** If Lessee removes or attempts to remove property from the Premises other than in the usual course of continuing occupancy without first having paid Lessor all monies due, the Premises may be considered abandoned, and Lessor shall have the right without notice, to store or dispose of any property left on the Premises by Lessee. Lessor shall also have the right to store or dispose of any of Lessee's property remaining on the Premises after termination of this Agreement. Any such property shall be considered Lessor's property, and title thereto shall rest in Lessor. Lessor shall have the right to re-rent the Premises after Lessee abandons same.

21. **DEFAULT.** Any breach or violation of any provision of this Lease by Lessee shall give Lessor the right to terminate this Lease or to take possession and hold Lessee liable for the remainder of the term. Should possession be obtained, Lessor, at Lessor's option, may re-rent the Premises as Lessee's agent at the risk and cost of the defaulting Lessee, whose default shall not relieve him or her of liability for the difference between the rent herein reserved and the rent actually received by Lessor during the term remaining after such default occurs.

22. **CONDEMNATION.** In the event that the Premises or any part thereof (other than Common Property, the taking of which does not prevent continued occupancy of the Premises) is taken by any authority exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the condemnor. Lessee waives all claims against Lessor or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award which Lessor may receive, hereby relinquishing all interest therein to Lessor.

23. **SUBORDINATION OF RIGHTS.** Lessee's and Lessor's rights shall be subject to all rights of the Association and any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the Premises by Lessor.

24. **ENTIRE AGREEMENT AND WAIVER.** This Lease contains the entire agreement of the parties, and no representation, inducement, promises or agreements not contained herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

25. **REMEDIES CUMULATIVE.** All remedies under this Lease or by law or equity shall be cumulative. If suit for any breach of this Lease establishes a breach by either Lessor or Lessee, the party found in breach shall pay to the other party all expenses incurred in connection therewith, including, but not limited to, attorney's fees.

26. **ILLEGAL ACTIVITIES.** The conduct of any unlawful activities on the Premises shall constitute a breach of this Lease.

27. **SUCCESSORS.** This Lease shall inure to the benefit of and shall bind the heirs, successors, personal representatives, and assigns of all parties to this Lease.

[OPTIONAL]

28. **TERMINATION OF LEASE UPON SALE OF PARCEL.** If at any time during the term of this Lease, Lessor contracts for the sale of the Parcel, the Lessor shall send Lessee written notice of such proposed sale stating the date on which Lessee must vacate the Parcel, which date shall not be later than _____ (the date the lease terminates). Lessee shall have at least thirty (30) days from the date of the notice to vacate the Parcel; provided, however, that Lessee shall vacate the Parcel on or before _____ (the date the lease terminates) if notice of sale is sent less than thirty days prior to the date this Lease Agreement terminates. If Lessee is required to vacate the Parcel pursuant to this Paragraph, this Lease shall terminate upon the date which Lessee is required to vacate the Parcel as stated in the notice of sale.

29. SPECIAL STIPULATIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LESSOR: _____
(Signature)

Name: _____
(Please Print)

LESSEE: _____
(Signature)

Name: _____
(Please Print)

OPTION: FOR STRUCTURES BUILT PRIOR TO 1978'

EXHIBIT "A" TO LEASE CONTRACT
LEAD-BASED PAINT**LEASE TRANSACTION LEAD WARNING STATEMENT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure. [Lessor to initial sections A and B below]

____ 1. Presence of lead-based paint and/or lead paint hazard (check one below)

Lessor Initials

- ☐ Known lead-based paint and/or lead-based paint hazard are present in housing (explain below)

housing.

- ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in

____ 2. Records and Reports available to the Lessor (check one below):

Lessor Initials

- ☐ Lessor has provided the Lessee with all of the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):

- ☐ Lessor has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment. [Lessee to initial section C and/or D below]

____ 3. Lessee has received copies of all information listed above.

Lessee Initials

____ 4. Lessee has received the pamphlet "Protect Your Family From Lead in Your Home."

Lessee Initials

Certification of Accuracy.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

____ Lessor _____ Date _____ Lessor _____ Date _____

____ Lessee _____ Date _____ Lessee _____ Date _____

GEORGIA INTANGIBLE
TAX PAID
\$224.60 W/P & I
DATE 6/7/2006

Cindy G. Brown
CLERK OF SUPERIOR COURT
COWETA COUNTY

DOC# 016026
FILED IN OFFICE
06/07/2006 02:40 PM
BK:2980 PG:425-429
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Recording Requested by &
When Recorded Return To:
✓ US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117

SECURITY DEED

MIN100037506554710179

316 22851

THIS DEED is made this 19th day of April, 2005, between the Grantor,
✓ Ronald B. Orr and Ruby M. Orr, as Joint Tenants

(herein "Borrower"), and the Grantee,
Mortgage Electronic Registration Systems, Inc., ("MERS"), solely as nominee for Lender, as hereinafter defined, and Lender's
successors and assigns). MERS is organized and existing under the laws of Delaware and has an address and telephone number
of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. GMAC Mortgage Corporation DBA ditech.com

("Lender") is organized and existing under the laws of Commonwealth of Pennsylvania
and has an address of 3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$46,500.00 ✓
which indebtedness is evidenced by Borrower's note dated April 19, 2005 ✓
and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the
balance of the indebtedness, if not sooner paid, due and payable on May 1, 2020 ✓

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed to Secure Debt; and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to MERS,
(solely as nominee for Lender and Lender's successors and assigns), and the successors and assigns of MERS, with power of
sale, the following described property located in the County of Coweta

State of Georgia:
The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 139 1133 005A.
See Attached Exhibit A

which has the address of 89th Couch Road
Senolia

[City,] Georgia 30276 [Street]
[ZIP Code] (herein "Property Address");

GEORGIA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

76N(GA) (0207)
Page 1 of 4

Form 3811
Amended 7/02
Initials: *RBO*

VMP MORTGAGE FORMS - (800)521-7291

