

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

HENDERSON VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HENDERSON VILLAGE is made this 18<sup>th</sup> day of June, 1984, by Chathamilt Homes, Inc., a Georgia Corporation, hereinafter for all purposes designated "Declarant".

W I T N E S S E T H, That:

WHEREAS, Declarant is the owner of certain real property located in Fulton County, Georgia, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"); and

WHEREAS, Declarant intends to subdivide the Property and to grade, fill, excavate, and place streets through Property so that portions of the Property will be developed by Declarant and others for residential and commercial purposes (hereinafter referred to as the "Development"); and

WHEREAS, Declarant desires to subject the Property to the covenants, restrictions, and easements contained herein so as to provide for the development of the Property in an orderly manner with appropriate architectural, landscaping, and maintenance controls to maintain the value, aesthetic appearance, and architectural harmony of the Property during and after development; and

WHEREAS, Declarant desires to create an entity to which it can delegate and assign, and which will assume upon such delegation and assignment, the power and authority of maintaining and administering the common properties and services of the Development, of administering and enforcing the covenants, restrictions, and easements hereof, and of collecting and disbursing all assessments and charges necessary for such maintenance, administration, and enforcement;

NOW, THEREFORE, DEVELOPER HEREBY DECLARES AND COVENANTS that the Property is and shall be held, transferred, aliened, sold, conveyed, leased, rented, mortgaged, occupied, used, and otherwise disposed of subject to the covenants, restrictions, conditions, easements, charges, and liens as hereinafter set forth.

ARTICLE I

DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following words, whenever used with an initial capital letter, shall have the following meanings:

1.1.1 "Architectural Committee" shall mean the committee appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, and changes within the Development as provided in Article VI hereof. The initial membership of the Architectural Committee shall consist of J. Howard Chatham, J. David Chatham and Alvin P. Nash, who shall serve until their resignation or April 24, 1987, whichever first occurs.

1.1.2 "Articles of Incorporation" shall mean the Articles of

Incorporation of Henderson Village Property Owner's Association, Inc., a Georgia nonprofit corporation, as amended from time to time.

1.1.3 "Assessment" shall mean an Owner's share of the Common Expenses from time to time assessed against the Lot of such an Owner by the Association in the manner herein provided.

1.1.4 "Association" shall mean Henderson Village Property Owner's Association, Inc., a Georgia nonprofit corporation to be formed by Declarant as provided in Section 5.1 hereof, and its successors.

1.1.5 "Board of Directors" or "Board" shall mean the Board of Directors of the Association, which is the governing body of the Association.

1.1.6 "By-Laws of the Association" or the "By-Laws" shall mean the By-Laws from time to time adopted and amended by Henderson Village Property Owner's Association, Inc., a Georgia nonprofit corporation to govern the administration and operation of the Association.

1.1.7 "Commercial Lot" shall mean any Lot which is zoned for office and institutional development under the Zoning Ordinance of the City of Alpharetta, Georgia, and which is designated by Declarant as a "Commercial Lot" pursuant to the provisions of Section 3.1 hereof.

1.1.8 "Common Areas" shall mean (i) all those areas described in the Initial Common Areas Plat, including, without limitation, the Roadway Easement Area and the Maintenance Easement Area (ii) the Utility Easement Area; (iii) all sanitary sewer and storm water drainage facilities located from time to time on the Property, including, without limitation, any underground lines or pipes, manholes, pumping stations, retention ponds, headwalls, or similar facilities, and serving more than one (1) Lot; and (v) such other portions of the Property as Declarant shall from time to time designate as "Common Areas" pursuant to the provisions of Section 3.2 hereof.

1.1.9 "Common Expense" shall mean any reasonable expense duly incurred by or on behalf of the Association.

1.1.10 "Declarant" shall mean J. Howard Chatham, an individual, North Farm, Inc., a Georgia Corporation and Chathamilt Homes, Inc., a Georgia Corporation, and any successor to or assignee of Declarant's rights, powers, and authorities hereunder.

1.1.11 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Henderson Village and all amendments thereto duly filed for record in the office of the Clerk of the Superior Court of Fulton County, Georgia, as permitted hereunder.

1.1.12 Intentionally deleted.

1.1.13 "Foreclosure" shall mean, without limitation, (i) the judicial foreclosure of a Mortgage, (ii) the good faith exercise of a power of sale contained in any Mortgage, (iii) the conveyance of the Property encumbered by a Mortgage in lieu of foreclosure thereof, or (iv) any action commenced or taken by a lessor to regain possession or control of property leased to a lessee in a transaction commonly known as a "sale/leaseback."

1.1.14 "Improvements" shall mean, with respect to any Lot, and building or other improvement which may affect the appearance of such Lot, including, but not limited to, any garage, porch, shed, covered or uncovered patio, driveway, fence, parking area, antenna, curbing, paving, wall or hedge more than two (2) feet in height, signboard, or any temporary trailer other than a trailer authorized to be constructed or installed on a Lot under Section 6.12 hereof. "Improvements" shall also mean (i) any excavation fill, ditch, diversion, dam, berm, or any thing or device that alters the natural flow of any water in any natural or artificial drainage channel from, or upon, any other Lot; and (ii)

any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner.

1.1.15 “Initial Common Area Plat” shall mean that certain Plat, dated March 13, 1984, prepared by Franzman/Davis & Associates, Ltd., entitled “Master Plan, Henderson Village”, as said plat may from time to time be amended in the sole judgment of Declarant.

1.1.16 Reserved.

1.1.17 “Lot” shall mean any subdivided parcel of land within the Property, other than the Common Areas, so designated by the Declarant pursuant to the provisions of Section 3.1 hereof.

1.1.18 “Maintenance Easement Area” shall mean an area having a uniform width of ten (10) feet measured from the centerline of all utilities serving any portion of Henderson Village.

1.1.19 “Majority” shall mean any percentage greater than fifty percent (50.0%).

1.1.20 “Member” shall mean every Person that holds a membership in the Association, including Declarant so long as it owns any portion of the Property.

1.1.21 “Mortgage” shall mean a mortgage, deed to secure debt, deed of trust, or similar other security instrument conveying a lien upon or security title to a Lot or Lots (or any portions thereof or interest or estates herein) or the Common Areas and any improvements thereon, or any lease of any portion of the Property, and any improvements thereon, in a transaction commonly known as a “sale/leaseback”.

1.1.22 “Mortgagee” shall mean the holder of a Mortgage.

1.1.23 “Owner” shall mean any Person owning fee simple title to any Lot, or any common, joint, or limited interest therein, as shown by the public real estate records of Fulton County, Georgia, filed and recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia, subject to the following special rules:

1.1.23.1 Any Person having an interest in any Lot solely as security under a Mortgage shall not be deemed an “Owner”, unless such Person is a “mortgagee in possession” following a default under such Mortgage or has acquired fee simple title, or portion thereof, to such Lot by Foreclosure;

1.1.23.2 For any Lot subject to a condominium, townhouse, or other multi-owner regime, the owner's association respecting such multi-owner regime, and not individual unit owners of such Lot, shall be deemed the “Owner” thereof;

1.1.23.3 Individual tenants or lessees of a Lot or Lots shall not be deemed “Owners” thereof, unless otherwise agreed by the fee simple or remainder titleholder of such Lot or Lots and approved in writing by the Association, which approval may be withheld in the unfettered discretion of the Association for any reason or for no reason; and

1.1.23.4 “Owner” shall include Declarant so long as it retains ownership of all or any portion of the Property.

1.1.24 Reserved.

1.1.25 “Permittee” shall mean any Person that is a tenant, subtenant, successor, or assignee of an Owner, and any officer, agent, employee, licensee, guest, invitee, independent contractor, or Mortgagee of an Owner or its tenants, subtenants, successors, or assignees.

1.1.26 “Person” shall mean a natural person, corporation,



partnership, association, trust, or other legal entity, or any combination thereof.

1.1.27 “Plans” shall mean the plans and specifications approved by the Architectural Committee pursuant to Section 6.5 hereof.

1.1.28 “Plat” shall mean a plat of boundary survey prepared by a registered Georgia land surveyor or engineer in accordance with the minimum standards and specifications for the filing and recording of plats relating to real estate in public records prescribed under Section 24-2716 of the Official Code of Georgia, as amended from time to time.

1.1.29 “Property” shall mean that tract or parcel of land described in Exhibit A, attached hereto and incorporated herein by this reference, together with all improvements now or hereafter thereon.

1.1.30 “Residential Lot” shall mean any Lot which is zoned for single or multi-family residential development under the Zoning Ordinance of the City of Alpharetta, Georgia, and which is designated by Declarant as a “Residential Lot” pursuant to the provisions of Section 3.1 hereof.

1.1.31 “Roadway Easement Area” shall mean that area designated as the “Roadway Easement Area” on the Initial Common Areas Plat.

1.1.32 “Type A Member” is defined in Section 5.4.1 hereof.

1.1.33 “Type B Member” is defined in Section 5.4.2 hereof.

1.1.34 Intentionally deleted.

1.1.35 “Utility Easement Area” shall mean a strip of property ten (10) feet in width running inside and along all of the boundary lines of each Lot.

## ARTICLE II

### PURPOSES

2.1 Purposes. The purposes of this Declaration are to insure the orderly and attractive development and use of the Property; to prevent the erection on the Property of any Improvements built of improper or unsuitable design and/or materials; to prevent any haphazard and inharmonious improvement of building sites on the Property; to protect Owners of Lots against such improper use of surrounding Lots as will depreciate the value of their property; to encourage the erection of attractive Improvements; to provide for the orderly and effective maintenance of the Property; to provide for the construction, installation, and maintenance of common facilities, such as roads and utility and drainage facilities, serving more than one (1) Lot; and in general to preserve the architectural integrity, aesthetic appearance, and economic value of the Property and Improvements constructed thereon from time to time.

2.2 Covenants to Run With the Land. This Declaration and all of the provisions hereof, are and shall be real covenants running with the Property and shall burden and bind the Property for the duration hereof. To that end, this Declaration shall be deemed incorporated in all deeds and conveyances hereinafter made by Declarant and/or any Owner. Every Person, including a Mortgagee, acquiring or holding any interest or estate in a Lot shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the terms and provisions of this Declaration; and in accepting such interest or estate in, or a security interest with respect to, any Lot, such Person shall be deemed to have assented to this Declaration and all of the terms and provisions hereof.

### ARTICLE III

#### DESIGNATION OF LOTS AND COMMON AREAS

3.1 Designation of Lots. Declarant shall have the right and power, but not the obligation, to subdivide the Property, excluding the Common Areas, into subparcels to be designated as Lots in accordance with the following provisions:

3.1.1 Declarant shall exercise such right and power from time to time by causing a Plat or Plats to be prepared of the parcel or parcels Declarant desires to designate as a Lot or Lots and by duly filing such Plat or Plats for public record in the Office of the Clerk of the Superior Court of Fulton County, Georgia. Except as otherwise provided in Section 3.1.4 hereof, no parcel comprising a part of the Property shall be deemed a Lot unless and until a Plat thereof is filed of public record as herein provided.

3.1.2 Declarant shall have the further right and power to withdraw its designation of any part of the Property as a Lot or Lots, to redesignate previously designated areas of the Property as a Lot or Lots having different boundaries and configurations from those previously described, and to divide or subdivide a Lot into one or more Lots. To accomplish any withdrawal, redesignation, or subdivision of a Lot or Lots pursuant to this Section 3.1.2, Declarant shall file of public record a Plat thereof as provided in Section 3.1.1, which Plat shall expressly refer to any other Plat previously filed of public record superseded in whole or in part by the new Plat.

3.1.3 Any Lot that is zoned for office and institutional development under the Zoning Ordinance of the City of Alpharetta, Georgia, as in effect at the time the Plat of such Lot is filed of public record as herein provided, shall be designated a "Commercial Lot"; and any Lot that is zoned for single or multi-family residential development under the aforesaid Zoning Ordinance, as in effect at the time the Plat of such Lot is filed of public record as provided herein, shall be designated a "Residential Lot".

3.1.4 Following a Foreclosure of any portion of a Lot that has been subdivided for the purpose of offering the same as collateral for a loan as provided in Section 6.11.2.2 hereof, the portion of such Lot that is the subject of such Foreclosure and the portion of such Lot unaffected by such Foreclosure shall be deemed a separate and distinct Lot for all purposes under this Declaration.

3.2 Designation of Common Areas. Declarant shall have the right and power, but not the obligation, to designate from time to time any portion of the Property then owned by Declarant, or any interest therein, as additional Common Areas. To accomplish such designation, Declarant shall cause a Plat of such portion of the Property to be so designated to be duly filed of public record in the Office of the Clerk of the Superior Court of Fulton County, Georgia, and shall execute, seal, and/or deliver a limited warranty deed or other appropriate instrument conveying, transferring, and assigning all of Declarant's right, title, and interest in and to such portion of the Property, or interest therein, to the Association.

### ARTICLE IV

#### GRANT AND RESERVATION OF EASEMENTS

4.1 Grant of Easements in Common Areas. For good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Declarant hereby grants to all Owners, and their

respective Permittees, the following perpetual, nonexclusive rights, privileges, and easements in and to the Common Areas, which rights, privileges, and easements shall be appurtenant to and shall pass with the title to every Lot:

4.1.1 For vehicular and pedestrian access, ingress, and egress to and from each Owner's Lot over and across the paved roads, walkways, parking areas, bicycle paths, and driveways located from time to time in the Roadway Easement Area;

4.1.2 For the connection of utility lines and other facilities (including, without limitation, water, gas, electric, cable television and/or master antenna facilities, telephone, and sanitary and storm drainage sewer lines and facilities) serving each Lot with the utility lines and facilities from time to time located in the Common Areas, and thereafter, for the use, maintenance, repair, replacement, and inspection of such utility lines and facilities located in the Common Areas; provided, however, that the foregoing rights and easements of connection, maintenance, repair, replacement, and inspection shall not be exercisable by an Owner so long as the Association is performing or agrees to perform such services, either with a charge therefor payable by an owner to the Association or as a Common Expense of the Association, as the Board of Directors may in its discretion determine; and

4.1.3 For the construction, installation, maintenance, repair, replacement, relocation, and inspection of a driveway or driveways connecting the paved entrance road in the Roadway Easement Area with an Owner's Lot; provided, however, that such construction and installation, and the location thereof, shall be accomplished in conformity with plans and specifications therefor approved by the Architectural Committee.

The foregoing rights, privileges, and easements of each Owner and its Permittees shall be exercised in common with Declarant, the Association, and all other Owners and their Permittees. The exercise of the foregoing rights, privileges, and easements by any Owner or Permittee shall be at such Owner's or Permittee's sole cost, expense, and liability, and following any such exercise, such Owner or Permittee shall restore any portion of the Common Areas affected thereby to no less than its condition and appearance prior to such exercise.

4.2 Limitation on Easement Rights. The nonexclusive easement rights granted to all Owners and Permittees in Section 4.1 hereof shall be subject to the following rights:

4.2.1 The right of the Association to control the use and enjoyment of the Common Areas as provided in Section 5.3 hereof, which shall include, but not be limited to, the right of the Association to impose reasonable rules and regulations with respect to the Common Areas;

4.2.2 The right of the Association, or its designated agents, to exercise such security measures with respect to the Common Areas as the Board of Directors may deem necessary or appropriate, including, without limitation, (i) to require persons using or requesting to use the Roadway Easement Area to show identification and permission or verification of the right to use the Roadway Easement Area, and (ii) to install and man a security check point gate at or near those points where the Roadway Easement Area joins a public right-of-way.

4.2.3 The right of the Association to borrow money (i) for the purpose of improving the Common Areas, or any portion thereof, (ii) for acquiring additional Common Areas, or (iii) for constructing, repairing, or improving any facilities located or to be located thereon, and, subject to the provisions of Section 5.2 hereof, to give as security for the payment of any such loan a Mortgage conveying all or any part of the Common Areas or assigning any rights or easements therein; provided, however, that the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any and all rights,

interests, options, easements, and privileges herein reserved or established for the benefit of Declarant, the Association, and the Owners and their Permittees; and

4.2.4 The rights and easements reserved by Declarant in Section 4.3 hereof;

4.2.5 The rights and easements reserved in Section 4.4 hereof for the benefit of the Association, its directors, officers, agents and employees;

4.2.6 The right of Declarant and the Association to grant and accept easements as provided in Section 4.6 hereof and to dedicate or transfer title to or any interest in all or any portion of the Common Areas to any public agency, authority, or utility, or to permit any such public agency, authority, or utility to exercise any of the rights and easements reserved in Section 4.3 with respect to the Common Areas;

4.2.7 Intentionally deleted.

4.2.8 The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against Foreclosure and to avoid dedication of the Common Areas for public use or the creation of prescriptive rights therein, if the Association so desires.

4.3 Reservation of Rights and Easements by Declarant. Declarant hereby reserves for itself the following nonexclusive rights, privileges, and easements with respect to the Property for the benefit of those portions of the Property from time to time owned by Declarant:

4.3.1 The right, privilege, and easement to construct, install, maintain, repair, replace, remove, relocate, and use improvements (including, without limitation, roadways, utility lines, drainage facilities, retention walls, plantings, and landscaping) on, in, under, over, and across all or any part of the Common Areas; and

4.3.2 The right, privilege, and easement to construct, install, maintain, repair, replace, remove, relocate and use that portion of the property 30 feet in width and running adjacent and parallel to the property lines of any lot for utility lines, including water, gas, telephone, sewer, storm drainage, and such others as may be reasonably required for use and development of the entire Property.

In the event that development of plans for Lot by any Owner shall conflict with the location of the easements along the property lines, Owner may move any existing utilities to an alternate location upon its property, or, if installed utilities do not exist in the problem areas, Owner will supply a reasonably alternate location (in such place so as not to increase the utility installation cost over that of original location).

The foregoing rights, privileges, and easements shall terminate with respect to any portion of the Property at such time as Declarant is divested of all ownership and security interests therein.

4.4 Rights and Easements of Associations. Declarant hereby reserves, for the use, benefit, and enjoyment of the Association to carry out its responsibilities hereunder, the nonexclusive right, privilege, and easement to enter upon the Property or any portion thereof in the exercise and performance of the rights and duties of the Association.

4.5 Easement Exercise. In conjunction with the rights, privileges, and easements reserved in Sections 4.3 and 4.4 hereof, Declarant and the Association, and their respective directors, officers, agents, employees, and independent contractors shall have the right at all reasonable times to enter upon any portion of any Lot in order to exercise such rights, privileges, and easements; provided, however, that except in the event of emergencies, (i) advance notice of such exercise



shall be given to the Owner of any such Lot, (ii) such rights shall be exercised in a reasonable manner so as to minimize interference with the conduct and operation of any business conducted within any such Lot, and (iii) following each such instance of such exercise, all soil, paving, and landscaping which is removed or disturbed shall be promptly replaced and each Lot shall, as nearly as practicable, be restored to its condition prior to such exercises.

4.6 Dedication and Transfer of Easements for Utilities and Roadways. The Declarant and the Association, acting through its Board of Directors, shall each have the right and power (i) to convey or dedicate all or any part of the Common Areas, together with all or any improvements then thereon, thereunder, or thereover, to public use and benefit as a public right-of-way, (ii) to grant easements over and across any of the Common Areas for access, ingress, and egress to and from any Lot, (iii) to grant easements on, in, under, over, and across any of the Common Areas for the purpose of installing, replacing, repairing, maintaining, and using master television antenna or cable television systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and electrical, gas, telephone, water, and sewer lines, (iv) to permit any public agency, authority, or utility to exercise any of the rights and easements reserved in Section 4.3 or Section 4.4 of this Declaration, and (v) to grant such other easements with respect to the Common Areas as the Board of the Association may approve.

## ARTICLE V

### ASSOCIATION

5.1 Establishment of the Association. On or before January 1, 1985, Declarant shall establish the Association as an association of all of the Owners in accordance with the provisions of the Georgia Nonprofit Corporation Code, as then in effect, the Articles of Incorporation, and the By-Laws of the Association, and each Owner, by accepting a deed to any Lot, shall thereby be deemed to have consented to join and to be bound by the rules and regulations of the Association. At such time as Declarant no longer is the record title owner of at least twenty-five percent (25%) of the total acreage of the Property, excluding Common Areas, or sooner if Declarant shall so elect, Declarant shall promptly (i) convey, transfer, and assign to the Association all of Declarant's right, title, and interest in and to the Common Areas (as then existing), provided, however, that Declarant shall reserve and except from such conveyance, transfer, and assignment the rights, privileges, and easements granted herein to it as an Owner or otherwise reserved by it hereunder, and (ii) delegate and assign to the Association, and the Association shall assume, the rights, powers, duties, and obligations of the Association as herein provided. Until the Association is established and the rights, powers, duties, and obligations provided hereunder are so delegated and assigned to it by Declarant, all rights, powers, duties, and obligations of the Association described in this Declaration shall be exercised by Declarant, as provided in Article XI hereof.

5.2 Duties and Powers of the Association. The Association, acting through its Board of Directors and officers, shall have such duties and shall exercise such powers as are set forth in the Georgia Nonprofit Corporation Code, the Articles of Incorporation, this Declaration, and the By-Laws. The Association may exercise any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. If there are conflicts or inconsistencies between the Georgia Nonprofit Corporation Code, the Articles of Incorporation, this Declaration, or the By-Laws, the provisions of the Georgia Nonprofit Corporation Code, as may be applicable, the Articles of Incorporation, this Declaration, and the By-Laws, in that order, shall prevail, and each Owner of a Lot, by

acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

5.3 Powers of Association. The following describe, by way of illustration and not limitation, some of the general powers to be exercised by the Association upon the delegation and assignment specified in Section 5.1 hereof:

5.3.1 Ownership of Property. The Association shall be authorized to acquire and own tangible and intangible personal and real property, including any Lot and the Common Areas, or any interest therein, and to lease, sell, mortgage, convey, or otherwise dispose of the same, including, without limitation, in accordance with the provisions of Section 4.6 hereof relating to the dedication of rights-of-way and utility easements and the granting of easements.

5.3.2 Common Areas. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas owned in fee simple by the Association and all improvements thereon (including furnishings and equipment related thereto) and of the improvements constructed, installed, or planted by the Declarant or the Association in the Common Areas not owned in fee simple by the Association. The Association shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

5.3.3 Approval of Improvements. The Association shall not unreasonably withhold approval of the plans and specifications for and location of any buildings, fences, signs, paving, utility lines, and other facilities or improvements proposed to be constructed or installed by any Person (including, without limitation, any Owner) anywhere on the Property; and any such plans and specifications so approved and authorized by the Association shall be considered approved by the Architectural Committee under Section 6.2 hereof.

5.3.4 Subdivision of Lots. The Association may approve and authorize, but shall have no obligation whatsoever to do so, the division or subdivision of a Lot into two or more Lots for development, sale, resale, gift, transfer, or other purposes, on such terms as the Association may reasonably determine.

5.3.5 Services. The Association shall be authorized to provide services for (i) the cleanup and maintenance of the Common Areas, (ii) landscaping of the Common Areas, (iii) lighting of the Common Areas, and (iv) security of the Common Areas. The Association shall also be authorized to arrange with governmental agencies, public utilities, or others, as a Common Expense of the Association, to furnish trash collection and utility services for the Common Areas.

5.3.6 Enforcement. The Association shall uniformly take any and all actions, including actions hereinafter described, necessary or appropriate to enforce the covenants and restrictions of this Declaration and other agreements to which the Association is a party and which affect the development or maintenance of the Property.

5.3.7 Assessment. The Association shall be authorized to assess its Members as provided in Article VIII hereof to fund the Common Expenses of the Association and to create or maintain reserves therefor.

5.3.8 Insurance. The Association shall be authorized to obtain and maintain in full force and effect such insurance policies insuring such Persons as insureds thereunder against such losses or risks of loss, and at such limits of coverage, as the Board of Directors, in its unfettered discretion, shall deem necessary or appropriate. By way of illustration and not limitation, the Association

shall be authorized to obtain and maintain policies providing comprehensive general liability, property damage, flood damage, and directors' and officers' liability insurance coverage naming the Association, the Association's directors and officers, Declarant, and each of the Owners as insureds thereunder.

5.3.9 The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association, the needs of the Owners, and such other matters as the Board shall consider appropriate.

5.4 Membership in Association. Every Owner (including Declarant so long as Declarant owns any portion of the Property) shall be a Member of the Association. There shall be two (2) types of membership in the Association:

5.4.1 Type A Members: Type A Members shall include all Owners; provided, however, that so long as Declarant is a Type B Member, it shall not be entitled to Type A Membership.

5.4.2 Type B Members: The sole Type B Member shall be Declarant, but Type B Membership shall cease (i) at such time as Declarant cumulatively holds less than twenty-five percent (25%) of the total acreage of the Property, excluding Common Areas, or (ii) if sooner, upon the written resignation by Declarant as the Type B Member. Notwithstanding anything herein to the contrary, at such time as Declarant's Type B Membership ceases to exist, Declarant shall become a Type A Member as to the Property it then owns.

5.5 Voting Rights of Members. Voting rights of Members are as follows:

5.5.1 The voting of each Type A Member with regard to matters submitted to the Members for a vote shall be determined by the number of acres of land in the Lot or Lots owned by such Member. Each Type A Member shall be entitled to cast one (1) vote for each one-tenth acre of land (or fraction thereof rounded to the nearest one-tenth (1/10) in such Member's Lot or Lots; provided, however, that when more than one Person is the Owner of a particular Lot, each such Person shall not be entitled to a separate vote derived from such Lot but, rather, shall be required to join with its co-Owners in casting the vote attributable to such Lot or Lots, which vote must be cast as a unit, and not fragmented. If co-Owners of a particular Lot cannot mutually agree on how their vote or votes shall be cast, no vote or votes shall be cast with respect to such Lot. Any type A Member may, with prior written consent of the Association, assign all (but no less than all) of the voting rights derived from any Lot of which it is the Owner to a tenant of such Lot.

5.5.2 The Type B Member shall be entitled to the same number of votes cumulatively held from time to time by all Type A Members, plus one vote.

5.5.3 Votes of Type A Members and Type B Members shall be commingled and aggregated for purposes of determining whether a quorum exists for any meeting of the Association or for purposes of determining the outcome of any matter put to a vote of Members of the Association.

5.5.4 On any matter submitted to the Members for a vote, including the election of Directors, any Member entitled to vote may elect to vote without attending the meeting in question by either of the following procedures: (i) the Member may sign a written proxy designating a particular individual to cast the Member's votes on any issue coming before a particular meeting, which proxy shall be valid only with respect to the matters specified therein; or (ii) the Member may file a written statement with the Board of Directors prior to the meeting specifying the issue on which the Member intends to vote and stating how the Member votes with regard to that issue. Any vote or votes cast under either of the procedures set forth in this Section

shall have the same force and effect as if the Member in question had appeared at the meeting and had cast the vote or votes in person.

5.5.5 Where a Lot is owned by co-Owners, the casting of that Lot's vote or votes, by proxy or by an agent or an individual co-Owner attending a meeting, shall be deemed final and valid where no objection to the vote is made when the vote is cast.

5.6 Board of Directors. Except to the extent otherwise specifically and expressly required by the Georgia Nonprofit Corporation Code, the Articles of Incorporation, this Declaration, or the By-Laws, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Member; and all agreements and determinations lawfully authorized by the Board of Directors shall be binding on the Association. Directors shall be elected at meetings of members of the Association by the affirmative vote of not less than a Majority of votes cast at such meeting. Cumulative voting shall not be permitted in the election of Directors. The election and term of office of Directors shall otherwise be as provided in the By-Laws of the Association.

5.7 Meetings. Except as provided in Section 8.9 hereof, all matters concerning meetings, and notice of meetings, of the Association and its Board of Directors shall be as specified the By-Laws, as the same may be amended from time to time.

5.8 Employment of Manager. In performing its responsibilities hereunder, the Association, through its Board of Directors and officers, shall have the authority to delegate to Persons of its choice (including, without limitation, Declarant or Persons affiliated with Declarant) such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may employ any Person (including, without limitation, Declarant or Persons affiliated with Declarant) to manage its affairs or any part thereof, as well as such other personnel as the Association shall deem necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be common Expenses of the Association.

5.9 Legal and Accounting Services. The Association may pay, as a Common Expense, for such legal and accounting services as are necessary or desirable in connection with the conduct of the business and affairs of the Association or the enforcement of this Declaration, the By-Laws, or the published rules and regulations of the Association.

5.10 Ownership of Assets. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held for the benefit of the Members as herein provided and for the purposes herein stated. The shares of the Members in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot also transfers the membership in the Association which is an appurtenance to such Lot.

5.11 Exculpation and Indemnity of Directors and Officers. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, or bad faith. Such directors and officers 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 directors and officers may also be Members of the Association), and the Association, as a Common Expense of the Association, shall indemnify such directors and officers against, and hold, save, and defend such directors and officers against, and hold, save, and defend such

directors and officers free and harmless from any and all expense, loss, or liability to others on account of any such contract or commitment. In addition, each director and each officer of the Association shall be indemnified and held harmless by the Association, as a Common Expense of the Association, from any expense, loss, or liability to others by reason of having served as such director or as such officer and against all expenses, losses, and liabilities, including court costs and reasonable attorney's fees, incurred by or imposed upon such director or officer in connection with any proceeding to which he may be a party or have become involved by reason of being such director or such officer, whether or not he is a director or officer at the time such expenses are incurred, except in cases wherein the expenses, losses, and liabilities arise from a proceeding in which such director or such officer is adjudicated guilty of willful misfeasance or malfeasance, misconduct, or bad faith in the performance of his duties. In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which a director or officer, or former director or officer, may be entitled.

5.12 Directors' and Officers' Insurance. The Association shall purchase and maintain, as a Common Expense, directors' and officers' insurance on behalf of any person who is or was a director or officer of the Association against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such.

5.13 Compensation. No director or officer of the Association shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by resolution adopted by Owners present in person or by proxy at a meeting of the Members of the Association casting a Majority of the votes tallied with respect to such resolution.

## ARTICLE VI

### ARCHITECTURAL COMMITTEE AND PLAN APPROVAL

6.1 Architectural Committee. The Architectural Committee shall be a committee of at least three (3) and not more than five (5) members from time to time appointed by the Board. The initial Architectural Committee shall be composed of J. Howard Chatham, J. David Chatham and Alvin P. Nash. Members of the Architectural Committee shall serve at the pleasure of the Board of Directors. Except as hereinafter provided, the affirmative vote of the Majority of the membership of the Architectural Committee shall be required to propose any architectural or landscaping rules, regulations, and standards relative to the Development, or any part thereof, other than those stipulated herein, for adoption by the Board of Directors in the manner provided in Article IX for the adoption of rules and regulations of the Association, and to approve or disapprove any Plans submitted to it pursuant to this Article VI.

6.2.1 Approval Required. No Improvements of any nature whatsoever shall be constructed, installed, altered, (to the extent that such alteration changes the exterior appearance of any existing and previously approved Improvement), added to, or maintained upon any part of the Development, unless approved in writing by the Architectural Committee in accordance with this Article VI. The Architectural Committee shall have the sole discretion to determine whether Plans submitted for its approval are acceptable to the Association, and the Architectural Committee shall be entitled and empowered to enjoin or remove any construction undertaken that has not been expressly approved in writing by the Architectural Committee, if such approval is required under this Article VI. Approval of the Architectural Committee shall

not be unreasonably delayed or withheld.

6.2.2 In the event that the Architectural Control Committee rejects approval of plans properly submitted for its review in accordance with the provisions outlined in this article, the Owner submitting the plans for approval may demand and receive the right to arbitrate the reasonableness of such rejection. Any arbitration demanded shall take place in accordance with the requirements of Official Code of Georgia Annotated Section 9, Chapter 9, and the decision made by such arbitrators will be binding on both parties to the arbitration proceeding.

6.3 Preliminary Plan Review Procedure. As early as possible, preferably prior to the commencement of design work with respect to proposed Improvements on a Lot, the Owner proposing to construct or install such Improvements shall meet with a member of the Architectural Committee to discuss the nature of such proposed Improvements. At the request of any member of the Architectural Committee, the Owner shall provide such member with a copy of any preliminary plans for such proposed Improvements, including, without limitation, any one or more of the following: a preliminary site development plan, preliminary architectural drawings, a preliminary site utility plan, a preliminary grading and drainage plan, and a preliminary landscaping plan.

6.4 Submission of Final Plans. The Owner proposing to develop a Lot or to place any improvements thereon shall submit three (3) copies of its proposed final plans to the Architectural Committee. The Architectural Committee will take action on these plans within thirty (30) calendar days of its receipt thereof. The plans submitted for final review shall be the same plans as the Owner proposes to submit to the City of Alpharetta, Georgia, for approval and shall (unless the Architectural Committee and such Owner shall otherwise agree) include the following:

6.4.1.1 A boundary survey and a site plan showing such of the following as the Architectural Committee shall request:

(i) Dimensional locations of each proposed building, drive, paved area, set-back, fence, wall, sign, walk, and service element;

(ii) Setbacks of proposed Improvements from boundary lines of the subject Lot;

(iii) Number and location of parking spaces;

(iv) Site grading and drainage of the entire site with two-foot minimum contours, finished floor elevations, spot grades at building corners, drainage low points, driveways, swales, and entries; and

(v) Location of proposed utility lines and service elements and drainage facilities, including, without limitation, utility connections, meters, transformers, trash and garbage containers, air-conditioning units, underground lines or pipes, retention ponds, and headwalls;

6.4.1.2 If requested by the Architectural Committee, a landscaping plan showing types, sizes, and locations of all trees and shrubs to be planted, moved, or preserved;

6.4.1.3 Complete exterior elevations and floor plans of each building or building type;

6.4.1.4 Description (including samples and/or manufacturer's data, if available and requested by the Architectural Committee) of proposed exterior materials, finishes, and colors (including, to the extent reasonably available and so requested, those for walls, roofs, windows, doors, paving, fences, signs, and exterior lighting fixtures); and

6.4.1.5 If requested by the Architectural Committee, a

professional color rendering of the principal elevation.

6.4.2 Identification and Certification. To insure proper identification, all drawings for both initial and final submissions must include the following identifying data:

6.4.2.1 Name, address, and phone number of the Owner;

6.4.2.2 Name, address, and phone number of the architect, professional engineer, and/or land surveyor preparing plans;

6.4.2.3 Street address and name of the building or Lot, if available;

6.4.2.4 Scale of each drawing and north arrow; and

6.4.2.5 For a re-submission, the nature and date(s) of the revisions.

All plans and specifications submitted to the Architectural Committee must be prepared under the personal direction of an architect, professional engineer, and/or land surveyor (as appropriate under the laws of the State of Georgia) registered as such under Georgia law and must bear the seal, signature, and certification of such architect, professional engineer, and/or land surveyor.

6.5 Plan Approval. The Architectural Committee shall act promptly as set forth herein to review both initial and final submissions and shall have broad discretion to approve or disapprove submitted plans. Approval by the Architectural Committee shall be given in writing. One (1) or more sets of each approved submission will be made a part of the permanent records of the Architectural Committee and at least one (1) set will be returned to the Owner. If the Architectural Committee rejects any submission made by the Owner, the Architectural Committee, on the request of the Owner, shall provide a reasonably detailed written statement of the reasons for rejection, shall suggest revisions that meet the Architectural Committee's requirements, and shall otherwise make reasonable efforts (at no cost to the Association) to aid the submitting Owner in preparing a proposal that would be acceptable to the Architectural Committee. Any subsequent re-submission by the Owner shall be reviewed and acted upon by the Architectural Committee as outlined herein, within thirty (30) calendar days after such re-submission. Without limiting the generality of the Architectural Committee's discretion to approve or disapprove plans, the Architectural Committee may disapprove any plans submitted hereunder for any one or more of the following reasons:

6.5.1 Failure of the plans or the Owner to comply with any of the design or development standards from time to time established and published by the Board of Directors of the Association;

6.5.2 Failure by the Owner to include in the plans such information as may have been reasonably requested by the Architectural Committee;

6.5.3 Objection by the Architectural Committee to the exterior design, color scheme, finish, proportions, style or architecture, height, appearance, or materials of any proposed Improvements;

6.5.4 Incompatibility of any proposed Improvement with existing Improvements upon other Lots in the vicinity of the Lot in question;

6.5.5 Objection by the Architectural Committee to the location of any proposed Improvement upon any Lot or with reference to other Lots;

6.5.6 Objection by the Architectural Committee to the grading plan for any Lot;

6.5.7 Objection by the Architectural Committee to parking areas proposed for any Lot on the ground of the insufficiency or location of the parking areas; or

6.5.8 Objection by the Architectural Committee to the height or density of proposed Improvements or to the ratio of standard-size parking spaces on the Lot to gross square footage of floor area in the Improvements; or

6.5.9 Failure of the plans or the Owner to comply with any applicable zoning, building, land use, or other laws, ordinances, rules, or regulations affecting development of the subject Lot or Lots.

Approval of any plans with regard to a Lot (i) shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove similar plans, or any of the features or elements included therein, submitted for any other Lot and (ii) shall be final as to the Lot for which they have been submitted, and such approval may not be rescinded thereafter, provided that the improvements on such Lot are constructed and maintained in substantial conformity with the approved Plans.

6.6 Failure of Architectural Committee to Act. If the Architectural Committee fails to approve or disapprove in writing any plans submitted to it in accordance with Section 6.4 hereof within thirty (30) calendar days of such submission, such plans shall be deemed to have been approved as submitted and no further action by the Architectural Committee with respect thereto shall be required hereunder.

6.7 Post-Approval Inspections. Following approval of any Plans by the Architectural Committee, representatives of the Architectural Committee, or its designees, shall have the right during reasonable hours to enter upon and inspect any Lot or Improvement then under construction thereon to determine whether or not the plans therefor have been approved by the Architectural Committee. If the Architectural Committee shall determine that such plans have not been approved or that plans which have been so approved are not being complied with, the Architectural Committee may in its discretion give the Owner of such Lot and Improvements written notice to such effect, and, thereafter, the Board of Directors and the Architectural Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with approved Plans. If any Improvements shall be altered or replaced or maintained on any Lot otherwise than in substantial conformity with the approved Plans therefor, such action shall be deemed to have been undertaken without requisite approval of the Architectural Committee and to be in violation of this Declaration; and the Board of Directors shall be entitled to take action as permitted under this Declaration with respect thereto.

6.8 Development Standards. The Architectural Committee may from time to time propose to the Board of Directors standards to govern the development of Lots and the design and construction of Improvements; and the Board may, in its discretion, adopt such development standards in the manner provided in Article IX with respect to the rules and regulations of the Association.

6.9 Declarant's Sales-Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant, its agents, assigns, representatives, and employees to maintain and carry on, for so long as Declarant owns any part of the Property (or Improvements thereon) primarily for the purpose of sale or rental, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and sale or rental of such part of the Property, including, without limitation, a business office, a construction office, a sales or rental office, signs, and model properties. The right to maintain and carry on



such facilities and activities shall include specifically the right (i) to use parking facilities (ii) to use dwellings or dwelling units owned by Declarant as model residences, and (iii) to use any building, or portion thereof, owned by Declarant as an office for the sale or rental of Lots (or dwelling units in any Improvement therein) and for related activities.

6.10 Interior Alterations. An Owner may make improvements and alterations within the interior of any building on his Lot without first obtaining Architectural Committee approval therefor; provided, however, that no Owner shall make any structural alterations in or to Improvements on its Lot or remove any portion thereof or change any exterior appearance of such Improvements, or (ii) would or might jeopardize or impair the safety, soundness, or structural integrity of such Improvements or of any other Improvements in the Development, without first submitting plans therefor and obtaining the written consent thereto of the Architectural Committee; nor shall any Owner make any alterations or additions that impair any easements without first obtaining written consent of the Architectural Committee.

6.11 Regulation of Uses. The following general rules shall apply with respect to the use of Lots:

6.11.1 Permitted Uses. Each Lot shall be used only for those purposes and uses that are permitted under the zoning classification for such Lot set forth in the Zoning Ordinance of the City of Alpharetta, Georgia, in force and effect on the date such Lot is designated as a Lot pursuant to the provisions of Section 3.1 hereof; provided, however, the use of Lots shall be subject to further restrictions as hereinafter provided.

6.11.2.1 No previously approved Improvement shall be used for any purpose other than that for which it was originally designed and approved;

6.11.2.2 No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, except that if a Lot is being developed in phases and such phased development has been approved by the Architectural Committee, then the subdivision of such Lot for the purpose of offering the same as collateral for a loan shall not be deemed in conflict with this provision; and

6.11.2.3 No poles or wires for the transmission of electricity, telephone services, and the like shall be placed or maintained above the surface of the ground on any Lot or common area and no external or outside antennas shall be maintained (which are visible at any line of the lot upon which located). Outside lighting poles shall not be a violation of this provision.

6.11.3 Prohibition of Obnoxious Uses. No operation or use of a Lot shall be permitted or maintained that, in the opinion of the Board of Directors, causes or produces any of the following effects discernible at the boundaries of the Lot:

6.11.3.1 Noise or sound that is objectionable because of its volume, duration, frequency, or shrillness;

6.11.3.2 Smoke;

6.11.3.3 Noxious, toxic, or corrosive fumes or gases;

6.11.3.4 Obnoxious odors;

6.11.3.5 Dust, dirt, or flying ash; or

6.11.3.6 Unusual fire or explosion hazards.

6.11.4 Waste Materials. No lumber, metal, bulk material, refuse, or trash shall be kept, stored, or allowed to accumulate on any

Lot except building materials during the then-current course of construction of any approved Improvements. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made at such place on the Lot so as to provide access for Persons making such pick-up. The Board of Directors, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of containers permitted and the manner of storing and screening the same on the Lots.

6.11.5 Signs. No sign or other advertising device of any nature shall be placed or maintained on any Lot except as approved by the Architectural Committee in its discretion which approval cannot be unreasonably withheld. The fact that sign approval has been given for any lot shall have no bearing on whether or not sign approval is appropriate for any other lot. The Architectural Committee may from time to time propose to the Board of Directors standards to govern the color, location, nature, size, and other characteristics of signs; and the Board may, in its discretion, adopt such standards in the manner provided in Article IX with respect to the rules and regulations of the Association.

6.11.6 Rules and Regulations. As provided in Article IX hereof, the Association, through the Board of Directors, may (but is not obligated to) make and enforce additional rules and regulations governing the use of the Lots, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

6.12 Temporary Buildings. Each Owner shall have the right to construct, install, maintain, repair, replace, remove, and use one or more temporary buildings or trailers on such Owner's Lot as a construction, business, sales and/or rental office or offices in connection with the improvement, sale, and/or rental of such Lot or Improvements thereon, provided that the Architectural Committee shall have approved the number and type of such buildings and trailers and shall have specified the period during which such buildings and trailers will be allowed to remain on any Lot; and the Architectural Committee shall have the right and power to remove or cause the removal of any such buildings or trailers, at the sole cost of the Owner thereof, upon the expiration of such specified period.

## ARTICLE VII

### MAINTENANCE

7.1 Owner's Responsibilities. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a Lot, together with all Improvements thereon, shall be the responsibility of the Owner of such Lot. Each Owner shall keep its Lot and all Improvements in good working order and repair, including, but not limited to, painting and repairing Improvements, seeding, watering, and mowing lawns, planting, pruning, and cutting trees and shrubbery, and other appropriate external care of all landscaping and Improvements, all in a manner consistent with first-class property management. Each Owner shall make diligent efforts to prevent and promptly correct any unclean or unsightly conditions of Improvements on its Lot.

7.2 Association's Responsibilities. The Association shall have the following responsibilities with respect to the maintenance of the Common Areas:

7.2.1 Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas. The Association's responsibilities with respect to the Common Areas shall be deemed to include the maintenance, repair, and replacement of all roads, walks, landscaping and other improvements

constructed, installed, or planted by Declarant or the Association within the Common Areas.

7.2.2 The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner that might be stored or placed in or upon any portion of the Common Areas.

7.2.3 The Association shall not be obligated to take any action hereunder with regard to the maintenance, repair, and replacement of Improvements in the Common Areas to the extent that the costs thereof exceeds the funds available to the Association pursuant to its assessing powers under Article VIII hereof to pay such costs.

7.2.4 No diminution or abatement of assessments shall be claimed or allowed by any Owner 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 improvements or repairs that are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, order, or directive of any municipal or other governmental authority, the obligation to pay such assessment being a separate and independent covenant on the part of each Owner.

7.3 Default by an Owner. If the Board of Directors of the Association determines that: (i) any Owner has failed or refused to discharge properly its obligations with regard to the maintenance or repair of its Lot, or (ii) that the Association must perform maintenance, cleaning, repair, or replacement on account of the willful or negligent act of an Owner or its Permittees, then, in either event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at Owner's sole cost and expense. Such notice shall describe with reasonable particularity the maintenance, cleaning, repair, or replacement deemed necessary by the Board. Except in the event of emergency situations, the Owner shall have thirty (30) calendar days from the date it receives such notice within which to complete said maintenance, cleaning, or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said thirty (30) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete said maintenance, cleaning, repair, or replacement in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair, or replacement at the Owner's sole cost and expense. Said cost shall be due and payable thirty (30) calendar days after delivery of written notice to the Owner of the amount thereof, and until said cost is paid, it shall be a lien against such Lot. Such Owner shall indemnify and hold the Association, its directors, officers, agents, employees, and independent contractors, harmless from and against any expenses, losses, or liabilities whatsoever resulting from or arising out of the exercise by the Association of its rights, powers, and remedies under this Section 7.3.

## ARTICLE VIII

### ASSESSMENTS

8.1 Covenant to Pay. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is thereby deemed to covenant and agree to pay to the Association: (i) annual assessments, such assessments to be established and collected as provided in Section 8.3 hereof, (ii) special assessments, such assessments to be established and collected as provided in Section 8.8

hereof and (iii) individual or specific assessments against any particular Lot that are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot in accordance with Article IX hereof.

8.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the promotion of the health, safety, security, welfare, common benefit, and enjoyment of the Owners and their Permittees, for the improvement, maintenance, and operation of the Common Areas, and for the provision of services that the Association is authorized and elects to provide.

8.3 Annual Assessments. It shall be the duty of the Board of Directors (at least thirty (30) calendar days prior to the Association's annual meeting) to prepare a budget covering the estimated Common Expenses of the Association during the coming year, such budget to provide for the establishment or maintenance of such reserves as the Board may consider appropriate. The Board shall cause the budget and the proposed annual assessments to be levied against each Lot for the following year to be delivered to each Owner at least ten (10) calendar days prior to such meeting. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by a Majority of the votes cast in person or by proxy on the budget resolution at the annual meeting. Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board of Directors fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board of Directors may call a meeting of the Association for the approval of a special assessment as provided in Section 8.8 hereof. The Common Expenses of the Association to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

8.3.1 Association Management fees and expenses of administration, including legal and accounting fees;

8.3.2 Utility charges for utilities serving the Common Areas and charges for other common services for the Common Areas, including, without limitation, trash collection and security services;

8.3.3 Premiums for comprehensive general liability, property damage, directors' and officers', and any other insurance which is required to be maintained by the Association hereunder or which the Board of Directors may from time to time approve;

8.3.4 The expenses of construction, maintenance, operation, and repair of the Common Areas, including, without limitation, costs of labor, equipment, and materials incurred in connection therewith;

8.3.5 Ad valorem real and personal property taxes assessed against the Common Areas;

8.3.6 Principal, interest, and other charges payable with respect to loans made to or assumed by the Association to perform its authorized functions, including, without limitation, loans financing the construction of improvements in the Common Areas;

8.3.7 Such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including, without limitation, taxes, utility charges, and governmental charges not separately assessed against Lots; and

8.3.8 The establishment and maintenance of a reasonable reserve fund or funds (i) for maintenance, repair, and replacement of those portions of the Common Areas and improvements thereon that are the responsibility of the Association and that must be replaced on a periodic basis, and (ii) to cover unforeseen operating contingencies or



deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

8.4 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on August 1, 1984, and shall be due and payable in a manner and on a schedule as the Board of Directors may provide, subject to the requirement that annual assessments shall be due and payable at least annually. All portions of the Property not otherwise designated as a Lot or Lots or as Common Areas in accordance with the provisions of Article III hereof shall be deemed a "Lot" for assessment purposes under this Article VIII.

8.5 Intentionally deleted.

8.6 Allocation of Assessments for Lots. Allocation of assessments to particular shall be determined according to the following general rules:

8.6.1 The total property subjected to the terms of this Declaration is by best calculation 113.3 acres.

8.6.2 Assessments shall be levied on a per acre basis against all lots, whether developed or undeveloped, excepting only that a commercial lot having an actual acreage of less than 1.5 acres shall, for purposes of assessment allocation only be deemed to have 3.0 acres.

8.7 Intentionally deleted.

8.8 Special Assessments. In addition to the annual assessments authorized above, the Association (with Class A vote only) may levy, in any year, special assessments for Common Expenses, applicable to that year only, provided that any such assessment shall be approved at a meeting duly called for this purpose in accordance with Section 8.9 hereof by Members holding not less than sixty percent (60%) of the votes in the Association. The due date for payment of any special assessment shall be as specified in the resolution authorizing such assessment; provided however, that the Board of Directors may make special assessments payable in installments over a period that may, in the Board's discretion, extend beyond the fiscal year in which adopted. The proportion of each special assessment to be paid by an Owner of a Lot shall be equal to the percentage that the annual assessment for such Lot for the year in which the special assessment is made represents of the total annual assessment for all Lots within the Development for such year.

8.9 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 8.3 and 8.8 hereof, shall be sent to all Members not less than ten (10) calendar days nor more than thirty (30) calendar days in advance of the meeting; provided, however, that notice to one or more co-Owners of a Lot shall be deemed notice to all co-Owners thereof. At the first sitting of any meeting called, the presence of Members or proxies entitled to cast sixty percent (60%) or more of all votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no meeting shall be held with Members or proxies entitled to cast less than 49% of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) calendar days following the preceding meeting.

8.10 Priority of Lien of Assessments. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorney's fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

8.10.1 Liens of ad valorem taxes; and

8.10.2 A lien for all sums unpaid on a first priority mortgage, on any secondary purchase money mortgage, or on any mortgage to Declarant, and all amounts advanced pursuant to any such mortgage and secured thereby in accordance with the terms of such instrument; provided however, that the subordination of the lien for assessments to the foregoing mortgages shall apply only to assessments that have become due and payable prior to a sale or transfer of such lot pursuant to a Foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments accruing after such sale or transfer.

8.11 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or any portion thereof that are not paid when on the date declared by the Association as the date due shall be delinquent. Any assessment delinquent for a period of more than ten (10) calendar days shall incur a late charge in an amount as may be determined by the Board of Directors from time to time, and the Board shall cause a notice of delinquency to be given to any Owner not paying within ten (10) calendar days following the due date. If any installment of an assessment has not been paid within thirty (30) calendar days of the due date therefor, the entire unpaid balance of the assessment may be accelerated at the option of the Board and, if so accelerated, shall thereupon become forthwith due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of 18% per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. If the assessment remains unpaid after sixty (60) calendar days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association; and each Owner, by its acceptance of a deed to a Lot, vests in the Association or its agents the right and Power to use or otherwise proceed against such Owner for the collection of such charges and/or to foreclose the Association's lien. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same.

8.12 Intentionally deleted.

8.13 Exempt Property. The following property and Persons subject to this Declaration shall be exempted from the assessment hereunder:

8.13.1 The grantee in conveyances made for the purpose of granting utility easements; and

8.13.2 All Common Areas owned in fee simple by Declarant or the Association, and all improvements of every kind constructed, installed, or planted by Declarant or the Association in any part of the Common Areas.

8.14 Assessment Roster. The Board of Directors of the Association shall from time to time prepare a roster of Lots and assessments applicable thereto, whether annual, special, or individual, for each assessment period. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

8.15 Payment Certificates. The Association shall, upon demand at any time from an Owner, furnish such Owner a written certificate stating the type and amount of assessment for which such Owner is liable and whether said assessments have been paid in full. Such a certificate shall be conclusive evidence against all but such Owner of the payment of any assessment therein stated to have been paid.

ARTICLE IX

## RULE MAKING

9.1 Rules and Regulations. The Board of Directors may establish, abolish, or amend reasonable rules and regulations concerning the use of individual Lots and of the Common Areas and facilities located thereon. The text of such rules and regulations and amendments thereto shall be furnished by the Association to each Owner prior to the effective date thereof. Such rules and regulations shall be binding upon the Owners and their Permittees until and unless such rules or regulations are specifically overruled, cancelled, or modified by the Association by the vote of Members, in person or by proxy, holding fifty-one percent (51%) or more of the total votes in the Association.

9.2 Enforcement of Rules and Regulations. Subject to the provisions of Section 9.2 hereof, the Board shall have the power, upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, to (i) impose reasonable monetary fines which shall constitute a lien (equal to an assessment) upon the Lot of the Owner or Owners, or their Permittees, which is guilty of such violation, (ii) to suspend an Owner's right to use facilities within the Common Areas, other than roadways for access, ingress, and egress to such Owner's Lot, or (iii) to suspend an Owner's right to vote in the Association; and the Board shall have the power to impose all or any combination of these sanctions. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) calendar days for each offense.

## ARTICLE X

### ENFORCEMENT

10.1 Remedies. In addition to all other rights, powers, and remedies described in this Declaration, the Declarant, the Association, and any Owner shall be entitled to proceed, jointly or severally, at law or in equity to prevent any breach hereof and/or to recover damages for any breach of the terms of this Declaration, the By-Laws, or the rules and regulations of the Association. Such proceedings may include, without limitation, suits to restrain or enjoin such breaches, actions for damages resulting therefrom, and actions in equity against any particular Lot to enforce any lien created by this Declaration. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this Declaration, the By-Laws, or the rules and regulations of the Association, and the Declarant, the Association, and each Owner shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. Any recovery from a violator of this Declaration, the By-Laws, or the rules and regulations of the Association shall include interest on the amount awarded at the maximum rate allowable under the laws of the State of Georgia (not to exceed eighteen percent (18%) per annum), all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law.

10.2 Procedure. Notwithstanding any provisions of this Declaration to the contrary, other than the provisions in Sections 7.3 and 8.11 hereof, the Board of Directors shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or Permittee for violations of the Declaration, the By-Laws, or any rules and regulations of the Association unless and until the following procedure is followed:

10.2.1 Written demand to cease and desist from an alleged breach shall be served upon the alleged violator specifying:

10.2.1.1 The alleged breach;



10.2.1.2 The action required to abate the breach; and

10.2.1.3 A time period of ten (10) calendar days has passed following the giving of such notice during which the breach may be abated without further sanction, if such breach is a continuing one, or if the breach is not a continuing one, a statement that any further breach of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of a sanction after notice and hearing.

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

10.2.2.1 The nature of the alleged breach;

10.2.2.2 The time and place of the hearing, which time shall be not less than ten (10) calendar days from the giving of the notice;

10.2.2.3 An invitation to the defaulting Person to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and

10.2.2.4 The proposed sanction to be imposed.

10.2.3 The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the defaulting Person a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder (other than under Sections 7.3 or 8.11), proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. The notice requirement shall be deemed irrevocably satisfied if the defaulting Person or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

10.3 No Waiver. No delay or failure on the part of the Association or any other aggrieved party to invoke any available right, power, or remedy in respect to a breach of this Declaration, the By-Laws, or the rules and regulations of the Association shall be held to be a waiver by that party of (or estop that party from asserting) any right, power, or remedy available to it upon the recurrence or continuance of said breach or the occurrence of a different breach.

10.4 Remedies Cumulative. The rights, powers, and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers, or remedies available to it.

## ARTICLE XI

### DECLARANT'S POWERS

Until such time as the Association is established and is delegated and assigned the rights, powers, duties, and obligations herein described, as provided in Section 5.1 hereof, Declarant shall have all of the rights and powers, and shall perform all the duties and obligations, of the Association hereunder. By way of illustration and

not limitation, Declarant shall have the power to assess Owners, as provided in Article VIII hereof, to manage, operate, and improve the Common Areas, and to pay Common Expenses incurred by Declarant on behalf of the Owners. All rights, powers, duties, and obligations of Declarant hereunder may be assigned by Declarant to any successor-in-title of Declarant to any portion of the Common Areas, provided, however, that such assignment, to be effective, shall be express and in writing.

## ARTICLE XII

### AMENDMENTS

Amendments to this Declaration shall be proposed and adopted in the following manner:

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

12.2 Adoption. At such meeting, a resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors or by a Member of the Association. Such amendment must be approved by Members holding at least sixty percent (60%) of the total votes of the Association; provided, however, that any amendment that (i) limits or curtails any easement rights granted or reserved herein, (ii) changes the date set forth in Section 8.4 hereof for the commencement of annual assessments, or (iii) alters the allocation of assessments set forth in Section 8.6 hereof must be approved by one hundred percent (100%) of the votes of the Association and by every Mortgagee affected by such change and having a security interest in the affected part of the Property.

12.3 Certification. The agreement of the required percentage of the Owners and, where required, any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment or, in the alternative, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded in the real property records of the office of the Clerk of the Superior Court of County, Georgia, or at such later date as may be specified in the amendment itself.

## ARTICLE XIII

### INTERPRETATIONS; EFFECTIVE DATE

13.1 Interpretations. The Board of Directors of the Association shall have the right, power, and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret its provisions, and any determination, construction, or interpretation made in good faith by the Board shall be binding on all Owners. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board of Directors, will best effect the intent of the general plan of development of the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

13.2 Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for

convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

13.3 Controlling Law. This Declaration shall be construed under and in accordance with the laws of the State of Georgia.

13.4 Effective Date of Declaration. The effective date of this Declaration shall be the date of its filing for record in the real property records of the Office of the Clerk of the Superior Court of Fulton County, Georgia.

#### ARTICLE XIV

##### GENERAL PROVISIONS

14.1 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of Declarant, the Association, and all Owners and Mortgagees, and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect until the twentieth (20<sup>th</sup>) anniversary of the effective date of this Declaration, whereupon this Declaration shall expire automatically. Notwithstanding the foregoing, the easements granted in Section 4.1 hereof are and shall be perpetual, except that dedication to and acceptance by an appropriate government authority or conveyance or grant to an appropriate public utility of the facilities that are the subject of any such easements shall terminate those easements if such dedication, conveyance, or grant so provides. It is the intent of Declarant that, upon the twentieth (20<sup>th</sup>) anniversary of the date of this Declaration, a new set of restrictive covenants shall be drafted, adopted, and recorded by the Owners and the Association and that the Association shall not dissolve or terminate.

14.2 Other Land. The restrictions created by this Declaration benefit and burden only the Property and no other land whatsoever. Notwithstanding any possible sharing of present or future facilities by other land, whether developed by Declarant or others, the general plan created by the restrictions of this Declaration extend only to the Property, and there is no intention to benefit any Persons other than those having an interest in the Property. No Persons owning land or having an interest in land outside of the Property shall have any right whatever to enforce this Declaration for the benefit of such outside land. No additional land shall be subjected to this Declaration without the assent of a majority of the total votes of the Association cast in person or by proxy on the question of such expansion at a meeting of the Association duly called.

14.3 Notices. Any notice or other communication required or permitted to be given, sent, delivered, or furnished to any Person under the provisions of this Declaration shall be deemed to have been received by the addressee thereof when (i) delivered in person to the address of such Person or (ii) mailed, with the proper postage affixed, to the last known address of the Person who appears as Owner in the public records of Fulton County, Georgia. Such notice, if mailed, shall be deemed received five (5) business days after the date of deposit in the U.S. mail, unless earlier received by the addressee. Notice to one or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every Owner to notify the Secretary of the Association immediately in writing of any change of address.

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

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

14.6 Notice of Sale, Lease, or Mortgage. If an owner sells, leases, mortgages, otherwise disposes of all or substantially all of a Lot and/or any Improvements thereon, such owner must promptly furnish to the Association in writing the name and address of such Owner's purchaser, lessee, mortgagee, or transferee. No such notice shall be required, however, with respect to leases of space or individual units in a Multi-tenant facility on a Lot.

14.7 Authorized Action. All action that the Association is allowed to take under this Declaration shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this Declaration, or the Articles of Incorporation or By-Laws of the Association, expressly require the approval of the Members of the Association.

14.8 No Reverter. No covenant or restriction herein is intended to be or shall be construed as a condition subsequent, a conditional limitation, or as creating a possibility of reverter.

14.9 This Declaration shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal, this 18<sup>th</sup> of June, 1984.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Signed, sealed and delivered  
on the \_\_\_\_ day of \_\_\_\_\_,  
19\_\_, in the presence of:

CHATHAMBILT HOMES, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY SEAL

CORPORATE SEAL

EXHIBIT "A"

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 1122, 1123, 1183, 1184 and 1193 of the Second District, Second Section, Fulton County, Georgia, being particularly described as follows:

Beginning at an iron pin lying at the intersection of the westerly line of Land Lot 1122, said District, Section, County and State, with the southerly line of the 80 foot right-of-way of State Route #9 (formerly U.S. Highway #19); thence from said point of beginning running south 89 degrees 19 minutes 15 seconds east, along the southerly line of the aforesaid right-of-way, a distance of 602.20 feet to an iron pin; running thence north 87 degrees 33 minutes east, continuing along the southerly line of the aforesaid right-of-way, a distance of 40.4 feet to an iron pin; running thence north 89 degrees 08 minutes east, continuing along the southerly line of said right-of-way, a distance of 64.6 feet to an iron pin; running thence south 00 degrees 06 minutes east a distance of 611.6 feet to an iron pin; running thence south 89 degrees 16 minutes east a distance of 107.4 feet to an iron pin; running thence south 89 degrees 16 minutes east a distance of 506.3 feet to an iron pin; running thence south 00 degrees 10 minutes east a distance of 679.3 feet to an iron pin lying at the corner common to Land Lots 1121, 1122, 1183 and 1184, said District, Section, County and State; running thence south 88 degrees 51 minutes east, along the line dividing said Land Lot 1121 from said Land Lot 1184, a distance of 1325.4 feet to an iron pin lying at the corner common to Land Lots 1120, 1121, 1184 and 1185, said District, Section, County and State; running thence south 00 degrees 30 minutes east, along the line dividing said Land Lot 1184 from Land Lot 1185, a distance of 728.0 feet to an iron pin; running thence south 00 degrees 34 minutes east, continuing along said Land Lot line, a distance of 657.13 feet to an iron pin lying at the corner common to Land Lots 1184, 1185, 1192 and 1193, said District, Section, County and State; running thence south 00 degrees 04 minutes 24 seconds east, along the line dividing said Land Lot 1193 from said Land Lot 1192, a distance of 163.45 feet to an iron pin lying on the northwesterly line of the 60 foot right-of-way of Union Hill Road; running thence south 66 degrees 40 minutes 36 seconds west along the northwesterly line of the aforesaid right-of-way of Union Hill Road, a distance of 25.9 feet to an iron pin; running thence in a southwesterly direction, continuing along the northwesterly line of the aforesaid right-of-way of Union Hill Road, a distance of 149.10 feet to an iron pin; running thence north 12 degrees 42 minutes 45 seconds west a distance of 225.03 feet to an iron pin lying on the southerly line of said Land Lot 1184; running thence north 89 degrees 41 minutes 00 seconds west, along the line dividing said Land Lot 1193 from said Land Lot 1184, a distance of 1133.43 feet to an iron pin lying at the common corner of Land Lots 1183, 1184, 1193 and 1194, said District, Section, County and State; running thence north 89 degrees 37 minutes west, along the line dividing said Land Lot 1194 from said Land Lot 1183, a distance of 1337.6 feet to the corner common to Land Lots 1182, 1183, 1194 and 1195, said District, Section, County and State; running thence north 00 degrees 49 minutes east, along the line dividing said Land Lot 1183 from said Land Lot 1182, a distance of 1429.0 feet to an iron pin lying at the corner common to Land Lots 1122, 1123, 1182 and 1183, said District, Section, County and State; running thence north 89 degrees 36 minutes 59 seconds west, along the line dividing said Land Lot 1182 from said Land Lot 1123, a distance of 90.0 feet to an iron pin; running thence north 05 degrees 16 minutes 45 seconds west a distance of 834.36 feet to an iron pin; running thence north 89 degrees 10 minutes west a distance of .69 feet to an iron pin; running thence north 01 degrees 48 minutes west a distance of 274.1 feet to an iron pin; running thence south 89 degrees 53 minutes west a distance of 49.8 feet to an iron pin; running thence north 01 degrees 35 minutes west a distance of 169.5 feet to an iron pin lying on the southerly line of the aforesaid right-of-way of Georgia Highway 9; running thence south 89 degrees 30 minutes east, along the southerly line of the aforesaid right-of-way of Georgia Highway 9, a distance of 210.0 feet to the iron pin which is the point of beginning.