DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PEMBROOK FARMS

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Article I.

Definitions

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in Exhibit "A", attached and made a part of this Declaration.

Article II.

Property Subject To This Declaration

The real property which is, by the recording of this Declaration, subject to the covenants and restrictions set forth in this Declaration is the real property described in Exhibit "B", attached and made a part of this Declaration. Furthermore, Lots 19, 23 and 26, which are specifically excluded from the terms of this Declaration may automatically become subject to the Declaration by signature of an owner consent form submitting the lot and recording said consent form with the Gwinnett County land records.

Article III.

Association Membership and Voting Rights

Section 1. Membership. Every Person who is the record owner of a fee interest in any Lot that is subject to this Declaration shall automatically be a member in the Association. Membership shall not include Persons who hold a security interest only and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall go along with and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor one (1) office held for each Lot owned.

Section 2. Voting. Members shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be cast as those Owners decide and instruct the Secretary prior to any meeting. If the Secretary is not instructed, the Lot's vote shall be suspended in the event more than one Owner of a Lot attempts to cast it.

Article IV.

Assessments

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

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot subject to assessments under Section 7 hereof, by acceptance of a deed to the Lot, whether or not stated in the deed, covenants and agrees to pay to the Association: (a) common assessments or charges; (b) special assessments; (c) specific assessments; and (d) initiation fees as provided in Section (9) below. All assessments, together with late charges, interest (not to exceed the maximum legal rate), costs, and reasonable attorney's fees actually incurred, shall be (a) a charge on the land and a continuing lien upon the Lot against which each assessment is made; and (b) the personal

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THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. § 44-3-70, ET SEQ.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO SUBMIT THE PROPERTY TO THE TERMS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.

obligation of the Person who is the Owner of the Lot at the time the assessment becomes due. The grantee of each Owner shall be jointly and severally liable for the portion of an assessment as is due and payable at the time of transfer of the Lot. However, the liability of a grantee for the unpaid assessments of an Owner shall not apply to any first Mortgage holder taking title through foreclosure proceedings or by deed in lieu of foreclosure, provided, however, any first mortgage holder who takes title through foreclosure proceedings or by deed in lieu of foreclosure shall be liable for all assessments due after the date of foreclosure.

The Association shall, within five (5) business days after receiving a written request and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association certifying the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Assessments shall be levied equally on all Lots within the Community, as applicable, and shall be paid in such manner and on such dates as are fixed by the Board of Directors. Unless otherwise provided, the annual assessment shall be paid in quarterly installments due on the first day of each calendar quarter. Upon ten (10) days' written notice, the Board may accelerate the annual assessment for delinquents.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated common expenses of the Association during the coming fiscal year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared.

The common assessment to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total revenue to the Association equal to the total budgeted common expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. The annual assessment for the Fiscal year during which this Declaration is recorded in the Gwinnett County, Georgia records, shall be Two Hundred and Fifty Dollars ($250.00) and may be adjusted by the Board therewith as provided herein. So long as the Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first, on an annual basis, the Declarant may elect, but shall not be obligated, to reduce the assessment for any fiscal year by paying a subsidy on such terms and under such circumstances as the Declarant in its sole discretion may decide. The payment of a subsidy shall under no circumstances obligate the Declarant to continue payment of a subsidy in the future. The Declarant's option to subsidize the assessment may be satisfied in the form of cash, or by "in kind" contributions of services or materials, or a combination of these.

The Board shall deliver or mail a copy of the common expense budget and notice of the amount of the assessment for each Lot to each Owner at least thirty (30) days prior to the beginning of the fiscal year. The budget and assessment shall become effective unless disapproved at a meeting by a Majority of the total Association vote and, so long as the Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Owners as provided in the Bylaws. The petition must be presented to the Board within ten (10) days of delivery of the notice of assessments.

Notwithstanding the above, in the event the proposed budget is disapproved or the Board fails to prepare and distribute the budget for any year then until such a budget is prepared and distributed, the budget in effect for the immediately preceding year shall continue for the current year, unless and until the Board presents a new budget as provided above.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special assessments must be approved by Owners holding at least two-thirds (2/3) of the votes present in person or by proxy at a duly called meeting held for such purpose, so long as the Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first, by the Declarant.

Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Lien for Assessments. All assessments levied against any Lot, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall be secured by a lien on the Lot in favor of the Association. The Association shall have the right, but not the obligation to evidence the existence of the lien by filing a notice of lien in the Gwinnett County, Georgia, records. The lien shall be superior to all other liens and encumbrances on the Lot, except for: (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the Gwinnett County, Georgia, records.

All Persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded, other than as provided above, shall be deemed to consent that their liens or encumbrances shall be inferior to future liens for assessments, whether or not prior consent is specifically set forth in the instruments creating their liens or encumbrances.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or installments of assessments which are not paid when due shall be delinquent. Any assessment or installment delinquent for a period of more than fifteen (15) days shall incur a late charge in an amount as the Board may from time to time determine, which shall not exceed the greater of Ten Dollars ($10.00) or ten percent (10%) of the assessment payment. If the assessment is not paid within thirty (30) days, a lien shall attach and, in addition, the lien shall include the late charge, interest at a rate not to exceed the highest rate allowed under Georgia law, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. The existence of the lien may, but is not required to be, evidenced by the filing of a notice of lien in the Gwinnett County, Georgia, records. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot.

No Owner may waive or otherwise exempt himself or herself from liability for assessments, by abandoning the Lot or in any other manner. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and no reduction of any assessment shall be claimed or allowed by reason of (a) any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, (b) for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or (c) from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

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

Section 7. Date of Commencement of Assessments. Assessments shall commence as to a Lot on the earlier of (a) the first day of the month following the occupancy of the Lot for residential purposes, or (b) the first day of the month a builder, developer or person intending to construct and occupy a residence on the Lot purchases a Lot from Declarant. The Declarant or a builder or developer who purchases a Lot for sole the purpose of construction of a residence and resale of the Lot and residence shall not be responsible for the payment of any type of assessment except as provided herein; provided, however, assessments shall commence on Lots containing occupied residences that are owned by Declarant or any builder or developer on the first day of the month following the occupancy of the residence located on the Lot. Assessments shall be due and payable in a manner and on the schedule that the Board of Directors provides. Lots which have not been conveyed as provided above shall not be subject to assessment. The first annual common assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 8. Specific Assessments. The Board shall have the power to specifically assess specific Lots pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority

under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to Article XIII, Section 1 hereof and the costs of maintenance performed by the Association which the Owner is responsible for under Article V, Sections 1 and 2 hereof shall be specific assessments. The Board may also specifically assess Lots for the following Association expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association:

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

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

Section 9. Initiation Fee. The first Owner of a Lot conveyed from the Declarant or an Approved Builder ("First Owner") shall pay to the Association at the time of acquisition of such Lot an initiation fee in the amount of One Hundred Fifty Dollars ($150.00). After the First Owner, any subsequent Owner, who acquires a Lot subject to mandatory membership in The Pembrook Farms Homeowners Association pursuant to the terms of this Declaration shall pay an initiation fee in the amount of One Hundred Fifty Dollars ($150.00) upon acquisition of the Lot. The initiation fee shall not be deemed an advance payment of regular or special assessments. The Board shall have discretion to increase the initiation fee by resolution of the Board; provided, however, the initiation fee shall not be changed by the Board without Declarant's consent so long as Declarant owns any property in the Community for seven (7) years from the date of recording of this Declaration, whichever comes first. Notwithstanding anything to the contrary herein, no initiation fee shall be due from any person or entity who takes title through foreclosure (or deed in lieu of foreclosure) upon the lien of any first priority mortgage covering the Lot and the lien of any secondary purchase money mortgage covering the Lot. This initiation fee shall be an assessment which is the personal obligation of the Owner, and shall constitute a lien which may be collected as provided in Section 6 of this Article.

Article V.

Maintenance; Conveyance of Common Property to Association

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements located on the Common Property. The Association shall maintain any sign or landscape easements which are located on Lots within the Community, and shall maintain and pay the expenses for any water and electricity provided to maintain landscape and sign easements. The Association shall also maintain all property outside of Lots located within the Community which was originally maintained by Declarant.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether located within or without the Community, where the Board has determined that such maintenance would benefit all Owners.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not completely covered or paid for by insurance, then the Association may perform the maintenance, repair or replacement at the expense of the Owner, and all costs shall be added to and become a part of the assessment obligation of the Owner and shall become a lien against the Lot.

The Association shall perform all maintenance in a manner consistent with the Community-Wide Standard.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements on the Lot shall be the sole responsibility of the

Owner, who shall maintain the Lot in a manner consistent with the Community-Wide Standard and this Declaration. In addition, each Owner shall maintain any public right of way located between the Owner's Lot and the curb of the street(s) bordering such Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners. Such maintenance shall include, but not be limited to, maintaining fencing in good repair, exterior painting as needed and maintenance of all vegetation and landscaping in good and presentable condition. In the event that the Board of Directors determines that a Lot is not maintained in a manner consistent with the Community-Wide Standard and this Declaration, except in an emergency situation, the Board of Directors shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall state the maintenance, repairs, or replacement deemed necessary. The Owner shall have thirty (30) days after receipt of the notice to complete the maintenance, repair, or replacement. In the event that the maintenance, repair, or replacement is not capable of completion within a thirty (30) day period, the Owner shall begin the work and shall complete it within a reasonable time. If any Owner does not comply, the Association may provide the maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment obligation of the Owner and shall become a lien against the Lot.

Section 3. Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

Article VI.

Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and occupants of Lots. These use restrictions may only be amended in the manner provided in Article XIII, Section 4, regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, adopt, modify, or delete rules and regulations applicable to the Community. These rules shall be distributed to all Owners prior to the date that they are to become effective and after distribution shall be binding upon all Owners and occupants of Lots until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total eligible Association vote and the consent of Declarant (so long as the Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first). Notwithstanding the above, until such time as one hundred (100%) percent of the Community and any Additional Property has been developed and conveyed to purchasers in the normal course of development and sale no rules and regulations which affect the Declarant may be adopted, modified, or deleted without the written consent of the affected Declarant.

Section 2. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in the residence on a Lot may conduct such ancillary business activities within the residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve persons coming onto the Community who do not reside in the Community or door-to-door solicitation of residents of the Community (other than deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); (c) the business activity conforms to all zoning requirements for the Community; (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (e) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board of Directors; and (f) the business activity does not result in a materially greater use of common area facilities or Association services.

Home schooling which involves teaching of children who reside in the residence in which the schooling takes place shall not be considered a business or otherwise in violation of this residential use restriction.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section.

Section 3. Building Type and Location. No building or dwelling shall be erected, altered, placed or permitted to remain on any Lot which has not been approved in writing by the Declarant. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plats. Under no conditions may garages be converted to living areas.

Section 4. Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without the prior written consent of the Association, except as specifically provided herein.

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

Section 5. Exterior Painting, Exterior Vinyl Siding or Redecorating. Any exterior painting, exterior vinyl siding changes or redecorating may be done only by consulting and working with the Architectural Control Committee as more specifically provided in Article X of this Declaration in order to maintain a well coordinated color scheme throughout the entire subdivision. This includes any exterior alterations or modifications to an existing structure.

Section 6. Signs. No sign of any kind shall be erected by an Owner or occupant of a Lot within the Community without the prior written consent of the Architectural Control Committee except as follows: (a) one (1) "For Sale" or "For Rent" sign of a size not exceeding two (2) feet by three (3) feet, which sign must include a local phone number of a person to whom inquiries concerning the property may be directed may be placed in any landscaped portion of a Lot; and (b) one (1) professionally lettered security decal consistent with the Community-Wide Standard may be placed in a window(s) of a residence and/or one professionally lettered security sign may be placed in any landscaped portion of a Lot. No other signs may be located on any structure or on a vehicle on a Lot or on the Common Property except as provided herein. Notwithstanding the foregoing, the Declarant and the Board shall have the right to erect reasonable and appropriate signs. This Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage. No advertising, directional or vendor signs shall be permitted within the Community except as authorized by the Declarant under Article XIII, Section 14 of this Declaration.

Section 7. Vehicles. No Owner or occupant may park more than three (3) vehicles outside of the garage on any Lot at any time without prior written Board approval; provided, however, this provision shall not prohibit an Owner or occupant from having guests or service vehicles park in the Community if otherwise in compliance with this Section 7.

The term "vehicles" as used in this provision, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, campers, buses, vans, recreational vehicles, trucks, commercial type vehicles, and automobiles. The parking of any vehicle in a yard is prohibited. Operable automobiles, passenger vans

and non-commercial type trucks must be parked within the garage or driveway of Lot and are not allowed to park in the street. If there is not sufficient room in the garage or driveway of the Lot, then visitors are allowed to park in the street for periods of less than twelve (12) hours. The doors of garages shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working or playing in or around the garage. Boats, trailers, motorcycles, mini-bikes, scooters, go-carts, recreational vehicles, trucks, small commercial-type vehicles, motor homes, and any inoperable vehicle, automobile, truck, or van must be stored within the garage and the door of the garage must remain closed except during times of ingress and egress. Buses, recreational vehicles, motor homes, and large commercial type vehicles (ones that cannot fit within the garage), eight wheel trucks, truck cabs, or trucks with a load capacity in excess of three-quarters (3/4) of a ton are prohibited from being parked, stored, or kept anywhere within the Lot, dwelling, subdivision, or community, except with written approval of the Board or Declarant.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than seventy-two (72) hours if it is unlicensed or if it is in a condition so that it cannot operate on public streets. Moving vans and service or delivery vehicles may be parked in the Community for such period of time as reasonably necessary to provide such service to residents in the Community.

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

Section 8. Leasing. Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months and a copy of all leases shall be given to the Board of Directors by the Owner of the Lot within thirty (30) days of entering into the lease. All leases shall require, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association and shall also obligate the tenant to comply with these documents.

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

Section 9. Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines adopted pursuant to the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of Lots and guests and invitees of occupants or Owners. The Owner shall be responsible for insuring that the occupant, and the guests, invitees and licensees of the Owner or the occupant strictly comply with all provisions of the Declaration, Bylaws, and any rules and regulations adopted by the Board of Directors. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

Section 10. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a reasonable number of domestic pets including dogs, cats, or other usual and common household pets, as may be determined in the discretion of the Board. No pets shall be kept, bred or maintained for any commercial purpose. No structure for the housing, care or confinement of any animal or pet shall be constructed, placed or altered on any Lot unless plans are approved by the ACC as provided in Article X hereof. Pet owners shall not allow pets to roam unattended. Dogs shall at all times whenever they are outside be on a leash of reasonable length (as determined by the Board) held by a responsible person or confined within a physically fenced-in yard or otherwise confined in a manner acceptable to the Board. The fenced-in area must remain closed and locked at all times. The fence must be approved by the Architectural Control Committee as provided in Article X of this Declaration. All Owners and occupants keeping pets within the Community shall comply with all applicable governmental ordinances and regulations. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law. If a pet leaves feces on any

portion of the Community other than the pet owner's Lot, the pet owner will be responsible for its removal. If not removed immediately, a fine may be levied by the Board.

No pit bulldogs or other dogs determined in the sole discretion of the Board to be dangerous dogs may be brought onto or kept on the Property at any time by any Lot Owner, Occupant, or guest of an Owner or Occupant. A pet owner shall muzzle any pet that consistently barks or makes loud noises. Any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Property upon seven (7) days' written notice by the Board of Directors. Any pet which, in the sole discretion of the Board, presents an immediate danger to the health, safety or property of any member of the Community may be removed by the Board without prior notice to the pet's owner.

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

Section 11. Prohibition of Damage, Nuisance and Noise. Without prior written Board consent, nothing shall be done or kept on the Property which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

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

(i) Any screaming, shouting, excessively loud talking, whistling, or playing of music or television either outside of a Lot at any time or within a Lot if such conduct can be heard in the normal course of activities in a dwelling on any other Lot;

(ii) Any fighting, raucous behavior or insobriety either outside of a Lot at any time or within a Lot if such conduct can be heard in the normal course of activities in a dwelling on any other Lot;

(iii) The use of any alarm, equipment, or devise, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations either outside of a Lot at any time or within a Lot if such sounds can be heard or vibrations felt in the normal course of activities in a dwelling on any other Lot;

(iv) Speakers, horns, sirens, whistles, bells, amplifiers or other sound devices, except as such devices may be used exclusively for security purposes;

(v) Any threatening or intimidating conduct towards any resident, guest or pet at the Property;

(vi) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property at the Property or which creates any threat to health or safety of any other resident or pet;

(vii) Any excessively loud play or playground activities either outside of a Lot at any time or within a Lot if such conduct can be heard in the normal course of activities in a dwelling on any other Lot;

(viii) Any conduct which creates any noxious or offensive odor either outside of a Lot at any time or within a Lot if such odors can be detected in the normal course of activities in a dwelling on any other Lot;

(ix) Any similar action or activity outside of a Lot on the Property, or which occurs inside a Lot but which interferes with the peaceful use and enjoyment of other Lots or the Common Area by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot; or

(x) Any construction or similar activities in a Lot which can be heard in other Lots between the hours of 9:00 p.m. and 7:30 a.m.

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

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

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Property or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Property, without prior written consent of all Association members and their Mortgagees.

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

Section 12. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the changing of oil or the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the Community except within garages located on Lots.

Section 13. Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community, whether attached to a home or structure or otherwise. The following shall apply to all Lots:

No transmission antenna, of any kind, may be erected anywhere on the Community without written approval of the Board of Directors or the Architectural Control Committee.

No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service MMDS) antenna larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Community, including a Lot.

DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal

In the event of a transfer of the Lot which includes the satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

Section 14. Tree Removal. No trees having a diameter of six (6) inches or more and a height of more than eight (8) feet above the ground shall be removed without the written approval of the Architectural Control Committee, as appropriate, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees or for safety reasons; and (c) trees within ten (10) feet of the residence, driveway, walkways constructed or to be constructed on the Lot. An Owner must provide three (3) days written notice for trees warranting removal pursuant to the exceptions noted above and shall provide the necessary documentation warranting removal. The Board or Declarant may require replacement of removed dead or diseased trees.

Section 15. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across all Community Property for the purpose of altering drainage and water flow, removing temporary siltation ponds and for removing debris and siltation generally throughout the community. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. No landscaping, fencing or wall is permitted that causes rainwater or surface water to be diverted to another Lot. Association does not guarantee effectiveness of drainage or drainage measures, and affected owners must pursue owners creating the condition and not the Association.

Section 16. Sight Distance at Intersections. Except during the period of initial construction, all property located at street intersections and at the intersections of streets and driveways shall be landscaped so as to permit safe sight across the corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at elevations above two (2') feet above the roadways and shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner line, from the intersection of the street property lines extended. The same sight limitations shall apply on any Lot within ten (10') feet of a street property line with a driveway.

Section 17. Garbage and Refuse Disposal. All garbage cans shall be located so as to be screened or concealed from view of neighboring Lots, the Common Property and the street on which the Lot fronts. Only on the day of garbage pick-up may the containers be left in the open. In no event may garbage containers be left out more than forty-eight (48) continuous hours. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

Section 18. Clotheslines, Woodpiles, Basketball Equipment, Etc. All woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, the Common Property and the street on which the Lot (on which the item is located) fronts. No outside clotheslines shall be erected or placed on any Lot. No laundry shall be hung on any Lot to dry if it is visible from any street in the Community. Basketball hoops and goals shall not be attached to the exterior portion of any house, garage or other building structure constructed on a Lot or placed on any other portion of the Lot except as provided below. Notwithstanding the above, free standing basketball poles, goals and backboards may be erected immediately adjacent to the driveway on a Lot provided that they are set back at least twenty-five (25') feet from the front of the Lot, are located on the neighbors side of the Lot, the poles are metal and painted black or such other color as is approved by the Architectural Control Committee, as appropriate and the goal and backboard are kept in good condition (nets may not be torn or missing) and the basketball equipment must be manufactured and not home-made. Portable basketballs shall be permitted, so long as they are stored in the garage when not in use.

Section 19. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to

re-plat any Lot or Lots owned by Declarant. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

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

Section 21. Storage Buildings or Sheds. No storage buildings or sheds shall be permitted without the prior written consent of the Architectural Control Committee. Applications shall be submitted in accordance with Article X of this Declaration. The Architectural Control Committee may require that all or part of the storage building be painted and may require particular materials, locations and sizes, in order to preserve architectural harmony within the Community.

Section 22. Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Control Committee or Declarant. The Declarant or Architectural Control Committee may issue guidelines detailing acceptable fence styles or specifications. No type of chain link fencing shall be permitted except on the Common Property. Applications shall be submitted in accordance with Article X of this Declaration. The Declarant or Architectural Control Committee may require that all or part of the fencing be painted in order to preserve architectural harmony within the subdivision.

Section 23. Air Conditioning Units. No window air conditioning units may be installed. Condensing units for air conditioners shall only be located in the rear or along the side of a residence constructed upon a Lot.

Section 24. Lighting. Except for seasonal Christmas decorative lights, all exterior lights must be approved by the Architectural Control Committee, as appropriate.

Section 25. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculptures, fountains, flags, benches, birdhouses, lawn chairs, and similar items require approval by the Architectural Control Committee.

Section 26. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure and are approved by the Declarant or Architectural Control Committee.

Section 27. Swimming Pools and Spas. No pools or spa shall be erected, constructed, or installed on any Lot unless its design, location and placement are approved by the Architectural Control Committee.

Section 28. Standard Mailboxes. All residences in the Community shall have one standard mailbox and mail box post conforming to postal regulations and the guidelines for such mailboxes adopted by the Declarant or Architectural Control Committee. Mailboxes and mailbox posts must be of a type consistent with the character of other mailboxes and mailbox posts within the subdivision. Any changes to mailboxes or mailposts must receive the prior written approval of the Architectural Control Committee. After seven (7) years from the date of recording of this Declaration in Gwinnett County, Georgia land records, the Board may determine that a change in standards in the Community requires a change in the standard mailbox, and may require the Owners to replace mailboxes and posts to conform to the new standard.

Section 29. Playground Equipment on Common Property and on Lots. Any playground or other play areas or equipment located on the Common Property shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. Any playground equipment on Lots shall be installed in the area between the rear of the dwelling and the rear Lot line.

Section 30. Abandoned Personal Property. Personal property, except for personal property owned by the Association, is strictly prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property or on the rights-of-way located within the Community. If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Property or on the rights-of-way located within the Community in violation of this Section, then the Board may remove and either discard or store the personal property in a location which the Board may determine. If personal property is removed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein, and the Board may immediately remove any unauthorized signs or any item presenting a health or safety risk located on Common Property.

Section 31. Window Treatments. Unless otherwise approved in writing by the Board of Directors, all windows which are part of a Lot shall have standard window treatments and any portion thereof visible from outside the dwelling shall be white or off-white in color or a color approved by the Board of Directors.

Section 32. Sidewalks, Driveways and Parking Pads. Driveways must be kept in good condition. Any large, noticeable cracks or holes must be repaired promptly. In addition, all large, noticeable oil spills or stains must be cleaned promptly. Determination of the condition of driveways and/or pads shall be solely at the discretion of the Board. If applicable, the Owner of any Lot that has a sidewalk installed by Declarant or an Approved Builder shall maintain and, if necessary, professionally repair any significant damage to the portion of the sidewalk on the Owner's Lot. No Owner may remove a sidewalk across the front of his Lot. No parking shall be permitted which blocks the use of the sidewalk by other Lot Owners and occupants of Lots.

Section 33. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. No house trailers or mobile homes are permitted. Notwithstanding anything to the contrary herein, Declarant, or any of its assigns, may use a Lot for the operation of a sales or construction office as provided in Article XIII, Section 14 of this Declaration.

Section 34. Lawn and Yard Care. All yards shall be maintained in a neat and orderly condition, which shall include removal of leaves, broken limbs, dead trees and other debris as necessary. All front yards must have sodded grass. All lawns must be regularly cut (general grass height may not exceed seven (7") inches) and maintained (no noticeable weed problem).

Section 35. Oil and Mining Operations. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or in any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Article VII.

Insurance and Casualty Losses

Section 1. Insurance on Common Property. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property and other property, if any, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million ($1,000,000.00) Dollars.

The Board is authorized to contract with or otherwise arrange to obtain the required insurance coverage through the Declarant and to reimburse Declarant for the cost. Declarant shall be authorized, but not obligated, to purchase the required insurance coverage for the benefit of the Association and the Owners. The coverage shall include the Association as a named insured. The Declarant and Association shall agree upon the terms and conditions applicable to reimbursement by the Association for costs incurred by Declarant in obtaining the required coverage.

Premiums for all insurance shall be a common expense of the Association. The policies may contain a reasonable deductible, and the deductible amount shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

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

Section 2. Damage and Destruction--Insured by Association.

(a) In General. Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims covered under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Repair and Reconstruction. The Board of Directors must proceed to repair or reconstruct any damage or destruction to the Common Property on behalf of the Association unless within sixty (60) days after the casualty, it obtains the agreement of at least seventy-five (75%) percent of the total Association vote, the Declarant (so long as the Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first) to not repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee as provided above shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is not sufficient to cover the cost of repair or reconstruction, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners.

Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be retained by and for the benefit of the Association in an Association account.

In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

Section 3. Damage and Destruction to Improvements on Lots. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner within seventy-five (75) days after the damage or destruction. However, where repairs cannot be completed within seventy-five (75) days, they shall begin within the required period and shall be diligently and continuously pursued until their completion. Alternatively, the Owner may decide to demolish and remove all damaged improvements on the Lot and sod the Lot, within seventy-five (75) days after such damage or destruction and maintain the property in a neat and clean condition consistent with the Community-Wide Standard.

Article VIII.

Condemnation

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after the taking, Owners holding at least seventy-five (75%) percent of the total Association vote other than Declarant and the Declarant (so long as the Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first) otherwise agree, the Association shall restore or replace the improvements taken on the remaining land included in the Common Property to the extent lands are available. The provisions of Article VII, Section 2, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article IX.

Annexation of Additional Property

Section 1. Unilateral Annexation By Declarant.

(a) As the owner or, if not the owner, with the consent of the owner, Declarant shall have the unilateral right, privilege, and option from time to time at any time until seven (7) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "C" attached and made a part of this Declaration, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Gwinnett County, Georgia, records a Supplementary Declaration describing the property being annexed. Any annexation shall be effective upon the filing for record of a Supplementary Declaration, unless a different effective date is provided in the Supplementary Declaration. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of then Owners are not adversely affected, the Declarant, with the consent of the holder of the Existing First Mortgage, may unilaterally amend this Declaration to reflect the different character of any annexed real property.

(b) The rights reserved to Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained in the Declaration upon the additional land.

Section 2. Other Annexation. Subject to the consent of the owner and the consent of the Declarant (so long as the Declarant has an option to subject additional property to this Declaration as provided above), upon the affirmative vote, or written consent, or any combination thereof, of Owners holding a Majority of the total Association vote and with the approval of the owner thereof, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Gwinnett County, Georgia, records a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided in the Supplementary Declaration.

Section 3. Withdrawal of Property. Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to expand the Community pursuant to this Article, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Community then owned by the Declarant or its affiliates from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community desired to be effected by the Declarant.

Article X.

Architectural Standards

Section 1. Architectural Control Committee. No exterior construction, addition, erection, or alteration shall be made upon any part of the Community unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Declarant or an Architectural Control Committee. For purposes of this section, a change in the paint color of a home or other exterior redecorating shall be considered an exterior alteration. However, no approval shall be required for any construction, alteration or addition made by the Declarant. Until one hundred (100%) percent of the Community has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant shall have the right to appoint all members of the Architectural Control Committee. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. After the Declarant's right to appoint has expired, the Board of Directors shall appoint the members of the Architectural Control Committee or may adopt a resolution making the Board of Directors the Architectural Control Committee. The Board may employ for the Architectural Control Committee architects, engineers, or other Persons necessary to enable the Committee to perform its review. The Declarant or Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, who shall have full authority to act on behalf of the Committee for all mathers delegated. The Architectural Control Committee may, in its discretion, from time to time establish, abolish or amend standards to govern the development of Lots and the design and construction of improvements. The text of such standards and amendments shall be available to each Owner. Such standards shall be binding upon all Owners. A review fee in a reasonable amount may be charged.

Notwithstanding the above, if prior to development of one hundred (100%) percent of the Community, the Declarant should relinquish its right to appoint all members of the Architectural Control Committee, then the requirements of this Article X shall no longer apply to Approved Builders.

The primary purpose of these architectural controls is to protect and preserve property values in the subdivision by maintaining architectural and aesthetic harmony and compatibility among the Lots and the structures on the Lots in the Community. The architectural controls and standards may be designed and applied to reflect that Lots within the Community are of varying sizes, topographics and locations, and that improvements and modifications suitable for one Lot may be inappropriate for another Lot. Therefore, the Declarant or Architectural Control Committee is authorized to apply or adopt different standards for different Lots to reflect the varying sizes and layouts of Lots within the Community. Specifically, the Committee may, for example, allow an improvement, modification or change which cannot be seen from any street or other Lot within the Community at any time during the year, including winter, but prohibit the same change if it can be seen from any street or other Lot within the Community.

Section 2. Guidelines and Procedures. The Declarant may prepare the initial design and development guidelines and application and review procedures (the "Design Guidelines"), which shall be applicable to all construction activities within the Community. The Design Guidelines may contain general provisions applicable to all

of the Community, as well as specific provisions which vary from one portion of the Community to another depending upon the location, unique characteristics, and intended use.

The Architectural Control Committee shall adopt such Design Guidelines at its initial organizational meeting and, thereafter shall have sole and full authority to amend them from time to time, without the consent of the Owners.

The Architectural Control Committee shall make the Design Guidelines available to Owners, builders, and developers who seek to engage in development of or construction upon all of any portion of the Community and all such Persons shall conduct their activities in strict accordance with such Design Guidelines. In the discretion of the Declarant, such Design Guidelines may be recorded in the Gwinnett County, Georgia records, in which event the recorded version, as it may unilaterally be amended from time to time by the Architectural Control Committee by recordation of amendments thereto, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

Any amendments to the Design Guidelines adopted from time to time by the Architectural Control Committee in accordance with this Section shall apply to construction and modifications approved after the date of such amendment only, and shall not apply to plans or specifications previously approved or require modifications to or removal of structures previously approved by the Architectural Control Committee.

If the Board or ACC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the Board or ACC may reasonably require have been submitted, then the Owner submitting the application may issue written notice, by certified mail, to the Association president, informing of the Owner's intent to proceed with the modification as identified in the application, unless the Association issues a written disapproval of the application within ten (10) days of receipt of the Owner's notice. If the Board fails to issue such written disapproval within that ten (10) day period, then its approval will not be required and this subsection will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this subsection are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, Bylaws or Association rules, or of any applicable zoning or other laws.

The Architectural Control Committee, Board and Declarant shall be the only judges of the plans with regard to the requirements of this Article and may withhold approval for any reason, including purely aesthetic considerations. Any request in substantial compliance with the published Design Guidelines shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Lots and the location in relation to surrounding structures and topography of the vicinity.

Section 3. Disclaimer. The Declarant, Architectural Control Committee, and Board of Directors do not warrant or represent, that their decisions under this Article constitute, and their decisions shall not be interpreted as constituting, an approval as to compliance with any building code, regulation or ordinance, or any other code, regulation, ordinance or law, nor that their decisions under this Article reflect upon the structural integrity of any proposed alteration or improvement.

Section 4. No Waiver. The approval of the Architectural Control Committee, Board, or Declarant of any proposals, plans and specifications, or drawings, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters later submitted for approval or consent.

Section 5. Variances.

(a) The Declarant, Board, or Architectural Control Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) prevent the

Committee, Board or Declarant from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(b) The architectural standards and their enforcement may vary from time to time. These variances shall not constitute a waiver by the Declarant, Committee or Board of the right to adopt and enforce architectural standards under this Article. No decision by the Committee, Declarant or Board shall constitute a binding precedent with respect to subsequent decisions by them. However, nothing in this Article shall permit the Declarant, Committee or the Board to enforce retroactively its architectural standards against a Lot Owner whose architectural change has been approved under the architectural standards of the Declarant or a previous Committee or Board.

Section 6. Commencement of Construction. All changes, modifications and improvements approved by the Declarant, Board or Architectural Control Committee hereunder must be commenced within one (1) year from the date of approval. If not commenced within one (1) year from the date of such approval, then such approval shall be deemed automatically revoked, unless the Declarant, Board or Architectural Control Committee gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the Declarant, Board or Architectural Control Committee. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

Section 7. Enforcement. The Declarant, Board or Architectural Control Committee shall be entitled to stop any construction in violation of these restrictions. Any member of the Declarant or Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person(s) shall not be deemed guilty of trespass by reason of such entry.

Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the Architectural Control Committee, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney's fees actually incurred, may be assessed against the benefited Lot and collected as an assessment pursuant to this Declaration.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions. Furthermore, the Board shall have the authority to record in the Gwinnett County land records notices of violation of the provisions of this Article.

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

Section 8. Special Requirements. Plans and specifications will not be approved unless the residence to be erected on the Lot complies with the minimum zoning requirements and special conditions of Gwinnett County, Georgia under the zoning classification for the Lot on the day building permits are purchased.

Article XI.

Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number) (therefore becoming an "eligible holder") will be entitled to timely written notice of:

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

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

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

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

Section 2. Approval of Action. Unless two-thirds (2/3) of the first Mortgagees and Owners other than the Declarant give their consent, the Association shall not:

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

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

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

(d) fail to maintain insurance, as required by this Declaration; or

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

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

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance

policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 5. Amendments by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. VA/HUD Approval. As long as the Declarant has the right to appoint and remove officers and directors of the Association, the following actions shall require the prior approval of the VA (so long as the VA is guaranteeing any Mortgage in the Community), and HUD (so long as HUD is insuring any Mortgage in the Community): annexation of additional property to the Community; mergers and consolidations; dedication of Common Property to any public entity; dissolution; mortgaging of Common Property, and material amendment of the Declaration, Bylaws or Articles of Incorporation.

Section 7. Applicability of This Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Georgia law for any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Article XII.

Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and adjacent portion of the Common Property or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered (in accordance with the terms of this Declaration). The easement shall be five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. However, an easement for encroachment shall not exist if the willful conduct by an Owner, tenant, or the Association caused the encroachment.

Section 2. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of entry and exit, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his Lot, subject to the following provisions:

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

ii) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for a violation of the Declaration, Bylaws, or rules and regulations;

iii) the right of the Association to borrow money for the purpose of improving the Common Property, or for constructing, repairing, or improving any facilities located or to be located on the Common Property, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property. However, the Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community (Any provision in this Declaration or in any Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights in the Mortgage by the holder of the Mortgage in the event of a default shall not cancel or terminate any rights, easements or privileges reserved or established in this Declaration for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community.) No mortgage conveying all or a portion of the Common Property shall be effective unless an instrument agreeing to the Mortgage has been approved by Owners holding at least two-thirds (2/3) of the total vote of the Association, by the Declarant (so long as the Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first); and

iv) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to any conditions agreed on by the members of the Association. No dedication or transfer of the Common Property shall be effective unless an instrument agreeing to the dedication or transfer has been approved by Owners holding at least two-thirds (2/3) of the total Association vote, by the Declarant (so long as the Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first).

(b) Any Lot Owner may delegate his right of use and enjoyment in and to the Common Property to the members of his family, his tenants and guests. An Owner shall be deemed to have made a delegation of all these rights to the occupants of the Owner's Lot, if leased.

Section 3. Easements for Utilities. There is reserved to the Declarant, Approved Builders, and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining (a) all utilities serving the Community or any portion of the Common Property, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, (b) water runoff and storm drainage systems, and (c) any other services such as, but not limited to, a master television antenna system, or cable television system which may be installed to serve the Community. It shall be expressly permissible for the Declarant, the Association, or the designee of either, to do or to authorize the installation, repairing, replacing, and maintaining of the wires, conduits, cables and other equipment related to providing any such utility or service. Should a party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or Board, as applicable, shall have the right to grant such easement.

Section 4. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XIII, Section 2, the Board shall have the right, but not the obligation, to enter upon any property within the Community for emergency, security, and safety reasons. This right may also be exercised by the agents of the Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. The Board shall have the right to enter to cure any condition which may increase the possibility of slope erosion, or other hazard if an Owner or occupant does not cure the condition after request by the Board.

Section 5. Easement for Maintenance. Declarant expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article V, including, without limitation, an easement over

Lots on which landscape easements, sign easements or community entry features are located as shown on the plats for maintenance of the easement areas. This maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect the property, and damage shall be repaired by the Person causing the damage at its sole expense.

Article XIII.

General Provisions

Section 1. Enforcement. Each Owner and every occupant of a Lot shall comply strictly with this Declaration, the Bylaws, the rules and regulations, as they may be lawfully amended or modified from time to time, and with any deed restrictions. The Board of Directors may impose fines or other sanctions, which shall be collected as provided for the collection of assessments. Fines shall be imposed pursuant to the procedure outlined in the Bylaws. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action for damages or injunctive relief, or both, maintainable by the Declarant, the Board of Directors (on behalf of the Association), or an aggrieved Owner (in a proper case). Failure by the Declarant, Association or any Owner to enforce any of the foregoing provisions shall not be a waiver of the right to enforce those provisions in the future.

Section 2. Self-Help. In addition to any other remedies, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, or the rules and regulations. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for the collection of assessments. Self-help will not be exercised to destruct or remove improvements without ten (10) days written notice.

Section 3. Duration. The covenants, restrictions and easements of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the laws, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless fifty-one (51%) percent of the persons owning Lots execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all owners affected by the covenant and a description of the covenant to be terminated or such other requirement as provided in O.C.G.A. 44-5-60. A written instrument reflecting any termination must be recorded no sooner than, but within two years immediately preceding the beginning of a twenty (20) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Paragraph.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (b) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if an amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable the lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; (d) if an amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration, however, any such amendment shall not adversely affect the title to any Owner's Lot unless the Lot Owner consents to the amendment in writing; or (e) to submit the Community to the terms of the Georgia Property Owners' Association Act. Further, so long as Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner. The Board of Directors, with the written consent of Declarant, and

without a vote of the members, may amend this Declaration for the sole purpose of electing to be governed by and thereafter complying with the provisions of the Georgia Property Owner's Association Act, O.C.G.A. § 44-3-220, et. seq.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least sixty-seven (67%) percent of the total Association vote and, so long as Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first, the written approval of Declarant. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment. No provision of this Declaration which reserves, grants, or exempts special rights or exemptions to the Declarant or to any Approved Builder shall be amended without the Declarant's or Approved Builder's prior written consent so long as the Declarant or Approved Builder owns any Lot or any property which is subject to annexation to the Community, as provided in Article IX hereof.

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

Section 5. Security. The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve safety in the Community. However, each Owner, for themselves and their tenants, guests, licensees, and invitees acknowledge and agree that the Association and the Declarant and their respective successors and assigns are not providers insurers or guarantors of security within the community, nor shall any of the foregoing be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures taken. It shall be the responsibility of each Owner to protect his or her person and property, and all responsibility to provide security shall lie solely with each Owner.

Section 6. Dispute Resolution. Any Owner or occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that Owner or occupant files any lawsuit against the Association, the Board, any director, or any agent of the Association. The Owner or occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date no less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing by the person requesting the hearing.

Section 7. Partition. The Common Property shall remain undivided, and no Lot Owner or any other Person shall bring any action for partition or division of the whole or any part of the Common Property without the written consent of all Owners and all holders of all Mortgages encumbering any portion of the Community.

Section 8. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 9. 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 effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 10. 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.

Section 11. Preparer. This Declaration was prepared by Ashley Miller Lanier, Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 3500 Lenox Road, 4th Floor, Atlanta, Georgia 30326.

Section 12. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 13. Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such person in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person holds such position at the time such expenses are incurred. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such person in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association); and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member; may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

Section 14. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, Design Guidelines, and any amendments, so long as there is development and construction related to the initial sale of residences constructed on Lots, it shall be expressly permissible for Declarant and any Approved Builder to maintain and carry on, upon such portion of the Community as Declarant or any Approved Builder may deem necessary, such facilities and activities as in the sole opinion of Declarant or any Approved Builder may be required, convenient, or incidental to Declarant's or any Approved Builder's development, construction, and sales activities related to property described on Exhibit "B" to this Declaration, including, but without limitation the following:

(a) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community;

(b) the right to tie into any portion of the Community with driveways, parking areas and walkways;

(c) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community;

(d) the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, residences, model residences, and sales offices. Declarant and any Approved Builder may use residences, offices, or other buildings owned or leased by Declarant or an Approved Builder as model residences and sales offices and may also use recreational facilities available for use by the Community as a sales office without charge.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended

without the Declarant's express written consent so long as the Declarant or an Approved Builder owns any property in the Community, or which is subject to annexation to the Community, primarily for development and/or sale.

Section 15. Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association during the period in which the Declarant has the right to appoint the Directors and officers of the Association under the Bylaws shall contain a termination clause permitting the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than ninety (90) days' written notice.

Section 16. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's reviewed financial statement at the annual meeting, by a Majority of the Association vote present, or represented by proxy, the Owners may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of an audited financial statement within ninety (90) days of the date of the request.

Section 17. Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

Section 18. Agreements. Subject to the prior approval of Declarant (so long as the Declarant owns any Lots in the Community or seven (7) years from the date of recording of this Declaration, whichever comes first) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 19. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate the right or privilege.

Section 20. Variances. Notwithstanding anything to the contrary contained in this Declaration, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 15 day of April, 2004.

DOZIER DEVELOPMENT, LLC,
a Georgia limited liability company

By: John Michelena

Title: V.P.

[CORPORATE SEAL]

Signed, sealed, and delivered this
15 day of April, 2004.

Witness

Notary Public

[NOTARY SEAL]
NOTARY PUBLIC GWINNETT COUNTY GEORGIA
MY COMMISSION EXPIRES DECEMBER 27TH 2006

EXHIBIT "A"

Definitions

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Approved Builder" shall mean any builder or developer which is designated as an Approved Builder by the Declarant in writing. Approved Builders shall continue to be Approved Builders for so long as they own at least one Lot for the purpose of construction of a residence and resale of the Lot and residence.

(b) "Association" shall mean the Pembrook Farms Homeowners Association, Inc., its successors and assigns.

(c) "Board of Directors" or "Board" shall mean the appointed or elected body of the Association, as applicable, having its normal meaning under Georgia corporate law.

(d) "Bylaws" shall refer to the Bylaws of The Pembrook Farms Homeowners Association, Inc., attached to this Declaration as Exhibit "E" and incorporated herein by reference.

(e) "Common Property" shall mean any and all real and personal property and easements and other interests, together with the facilities and improvements located on the property, now or in the future owned by the Association. Common Property shall also mean any and all property designated as "common property" or "open space" on the recorded plats for Pembrook Farms. Said initial common property shall consist of that property more accurately described in Exhibit "D". That property contained within Exhibit "D" shall remain permanently protected open space.

(f) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto as may be made by Declarant (or its Mortgagee or transferee, as provided in the Declaration) of all or any portion of the real property described in Exhibit "C", attached hereto; and (ii) such additions of other real property thereto as may be made by the Association (as provided in the Declaration).

(g) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Declarant and the Board of Directors of the Association. Any determination by the Board, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

(h) "Declarant" shall mean and refer to Dozier Development, LLC, a Georgia limited liability company, and such of its successors-in-title who shall: (i) acquire, from a predecessor "Declarant," and for the purpose of development or sale, all or any portion of the real property described in Exhibit "B" or in Exhibit "C" hereto, and (ii) be designated as the "Declarant" in the deed of transfer by which such successors-in-title shall so acquire its interest in such real property, or by written assignment of Declarant rights in an instrument recorded in the Gwinnett County, Georgia records.

There shall only be one "Declarant" at any one time; in no event shall more than one Person have the right to exercise the power and authority of the "Declarant" at any one time.

(i) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded or to be recorded in the Gwinnett County, Georgia, records and which is subject to the terms of this Declaration.

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

(k) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(l) "Mortgagee" shall mean the holder of a Mortgage.

(m) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(n) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(o) "Property" means the real property contained in Exhibit "B" and commonly referred to as Pembroke Farms.

EXHIBIT "B"

Property Submitted

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 321 OF THE 4TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING A 41 ACRE TRACT MORE OR LESS ACCORDING TO A PRELIMINARY PLAT OF PEMBROOK FARMS SUBDIVISION, MADE BY PIEDMONT DESIGN GROUP, INC., CERTIFIED BY JAMES H. BARGE GEORGIA PROFESSIONAL ENGINEER NO. 12062, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM AN IRON PIN SET ON THE NORTHEASTERLY RIGHT OF WAY OF ROSEBUD DRIVE (80' R/W), WHICH POINT IS 258.0 FEET NORTHWESTERLY AS MEASURED ALONG SAID RIGHT OF WAY FROM ITS INTERSECTION WITH THE LINE DIVIDING LAND LOTS 321 AND 322; RUN THENCE ALONG SAID RIGHT OF WAY, NORTH 29 DEGREES 52 MINUTES 28 SECONDS WEST 59.85 FEET TO A POINT; RUN THENCE NORTH 59 DEGREES 59 MINUTES 54 SECONDS EAST 401.44 FEET TO A POINT; RUN THENCE NORTH 29 DEGREES 52 MINUTES 29 SECONDS WEST 148.10 FEET TO A POINT; RUN THENCE SOUTH 59 DEGREES 59 MINUTES 54 SECONDS WEST 401.44 FEET TO A POINT ON THE AFORESAID RIGHT OF WAY OF ROSEBUD ROAD; RUN THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 29 DEGREES 52 MINUTES 28 SECONDS WEST 148.10 FEET; THENCE NORTH 28 DEGREES 57 MINUTES 27 SECONDS WEST 321.88 FEET; THENCE NORTH 28 DEGREES 52 MINUTES 58 SECONDS WEST 322.32 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 56 SECONDS WEST 280.41 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 19 SECONDS WEST 189.34 FEET; THENCE AN ARC DISTANCE ALONG AN ARC TO THE LET 136.64 FEET, SAID ARC HAVING A RADIUS OF 242.92 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 46 DEGREES 54 MINUTES 55 SECONDS WEST 136.76 FEET TO AN IRON PIN SET; THENCE LEAVING SAID RIGHT OF WAY, RUN NORTH 60 DEGREES 03 MINUTES 07 SECONDS EAST 1093.07 FEET TO AN IRON PIN FOUND; RUN THENCE SOUTH 29 DEGREES 54 MINUTES 03 SECONDS WEST 320.78 FEET TO AN IRON PIN FOUND; RUN THENCE SOUTH 29 DEGREES 50 MINUTES 39 SECONDS EAST 279.20 FEET; RUN THENCE SOUTH 29 MINUTES 54 MINUTES 47 SECONDS EAST 321.59 FEET TO AN IRON PIN FOUND; RUN THENCE SOUTH 29 DEGREES 54 MINUTES 14 SECONDS EAST 322.07 FEET TO AN IRON PIN FOUND; RUN THENCE SOUTH 29 DEGREES 50 MINUTES 19 SECONDS EAST 614.37 FEET TO AN IRON PIN FOUND; RUN THENCE SOUTH 60 DEGREES 09 MINUTES 50 SECONDS WEST 385.89 FEET TO A POINT; RUN THENCE NORTH 32 DEGREES 28 MINUTES 24 SECONDS WEST 158.40 FEET TO A POINT; RUN THENCE SOUTH 59 DEGREES 59 MINUTES 54 SECONDS WEST 461.06 FEET TO AN IRON PIN SET ON THE NORTHEASTERLY RIGHT OF WAY OF ROSEBUD ROAD AND THE POINT OF BEGINNING HEREOF.

LESS AND EXCEPT LOTS 19, 23 AND 26 as shown on the preliminary plat of Pembrook Farms Subdivision, made by Piedmont Design Group.

EXHIBIT "C"

Additional Property

Any and all property adjacent to and contiguous with the real property described in Exhibit "B."

EXHIBIT "D"

Common Property

LEGAL DESCRIPTION
OPEN SPACE #1

All that tract or parcel of land lying and being in Land Lot 321of the 4th District of Gwinnett County, Georgia and being more particularly described as follows,

To find the TRUE POINT OF BEGINNING, begin at a point at the intersection of the northeasterly right-of-way of Rosebud Road (said road having an 80 foot right-of-way) with the line between Land Lots 321 and 322 of the 4th District; thence northwesterly along the northeasterly right-of-way of Rosebud Road for a distance of 254.8 feet to a point and the TRUE POINT OF BEGINNING,

Thence North 29 degrees 52 minutes 28 seconds West along the northeasterly right-of-way of Rosebud Road for a distance of 59.85 feet to a point; thence leaving said right-of-way of Rosebud Road on a bearing of North 59 degrees 59 minutes 54 seconds East for a distance of 401.44 feet to a point; thence North 29 degrees 52 minutes 29 seconds West for a distance of 148.10 feet to a point; thence South 59 degrees 59 minutes 54 seconds West for a distance of 401.44 feet to a point on the northeasterly right-of-way of Rosebud Road; thence North 29 degrees 52 minutes 28 seconds West along the northeasterly right-of-way of Rosebud Road for a distance of 148.10 feet to a point; thence North 28 degrees 57 minutes 27 seconds West along the northeasterly right-of-way of Rosebud Road for a distance of 321.88 feet to a point; thence North 28 degrees 52 minutes 58 seconds West along the northeasterly right-of-way of Rosebud Road for a distance of 322.32 feet to a point; thence North 30 degrees 33 minutes 56 seconds West along the northeasterly right-of-way of Rosebud Road for a distance of 280.41 feet to a point; thence North 30 degrees 08 minutes 19 seconds West for a distance of 118.24 feet to a point; thence leaving said right-of-way of Rosebud Road along a curve to the right having a radius of 20.00 feet and an arc length of 31.42 feet, being subtended by a chord bearing of North 15 degrees 00 minutes 00 seconds East and a chord distance of 28.28 feet to a point on the southeasterly right-of-way of Pembrook Farm Drive (said road having a 46 foot right-of-way); thence North 60 degrees 00 minutes 00 seconds East along the southeasterly right-of-way of Pembrook Farm Drive for a distance of 33.66 feet to a point; thence leaving said right-of-way of Pembrook Farm Drive on a bearing of South 30 degrees 00 minutes 00 seconds East for a distance of 85.00 feet to a point; thence North 60 degrees 00 minutes 00 seconds East for a distance of 524.98 feet to a point; thence South 28 degrees 29 minutes 37 seconds East for a distance of 58.80 feet to a point; thence South 67 degrees 31 minutes 59 seconds West for a distance of 49.90 feet to a point; thence South 81 degrees 55 minutes 26 seconds West for a distance of 66.74 feet to a point; thence South 60 degrees 00 minutes 00 seconds West for a distance of 302.21 feet to a point; thence South 38 degrees 18 minutes 08 seconds West for a distance of 50.62 feet to a point; thence South 13 degrees 18 minutes 07 seconds West for a distance of 63.13 feet to a point; thence South 11 degrees 41 minutes 53 seconds East for a distance of 50.00 feet to a point; thence South 36 degrees 41 minutes 53 seconds East for a distance of 66.68 feet to a point; thence South 81 degrees 41 minutes 53 seconds East for a distance of 50.00 feet to a point; thence South 86 degrees 41 minutes 52 seconds East for a distance of 66.68 feet to a point; thence North 68 degrees 18 minutes 07 seconds East for a distance of 49.64 feet to a point; thence North 43 degrees 18 minutes 08 seconds East for a distance of 57.93 feet to a point; thence North 30 degrees 00 minutes 00 seconds West for a distance of

34.02 feet to a point; thence North 60 degrees 00 minutes 00 seconds East for a distance of 180.00 feet to a point; thence North 61 degrees 34 minutes 20 seconds East for a distance of 60.73 feet to a point; thence North 67 degrees 40 minutes 13 seconds East for a distance of 54.36 feet to a point; thence South 22 degrees 19 minutes 21 seconds East for a distance of 66.30 feet to a point; thence South 54 degrees 58 minutes 45 seconds West for a distance of 52.77 feet to a point; thence South 63 degrees 48 minutes 13 seconds West for a distance of 60.01 feet to a point; thence South 60 degrees 38 minutes 00 seconds West for a distance of 66.02 feet to a point; thence South 54 degrees 25 minutes 33 seconds West for a distance of 67.29 feet to a point; thence North 38 degrees 44 minutes 48 seconds West for a distance of 19.70 feet to a point; thence South 50 degrees 53 minutes 43 seconds West for a distance of 91.12 feet to a point; thence South 22 degrees 41 minutes 30 seconds West for a distance of 83.38 feet to a point; thence South 02 degrees 18 minutes 30 seconds East for a distance of 53.80 feet to a point; thence South 27 degrees 18 minutes 31 seconds East for a distance of 62.82 feet to a point; thence South 62 degrees 18 minutes 30 seconds East for a distance of 53.80 feet to a point; thence South 77 degrees 18 minutes 30 seconds East for a distance of 62.81 feet to a point; thence North 77 degrees 41 minutes 30 seconds East for a distance of 26.90 feet to a point; thence North 12 degrees 18 minutes 31 seconds West for a distance of 87.00 feet to a point on the southeasterly right-of-way of Pembrook Farm Court (said road having a 44 foot right-of-way); thence northeasterly along the southeasterly right-of-way of Pembrook Farm Court along a curve to the left having a radius of 45.00 feet and an arc length of 25.79 feet, being subtended by a chord bearing of North 61 degrees 16 minutes 14 seconds East and a chord distance of 25.44 feet to a point; thence leaving said right-of-way of Pembrook Farm Court on a bearing of South 45 degrees 09 minutes 01 seconds East for a distance of 90.00 feet to a point; thence North 35 degrees 15 minutes 44 seconds East for a distance of 64.64 feet to a point; thence North 35 degrees 38 minutes 31 seconds West for a distance of 11.82 feet to a point; thence North 58 degrees 25 minutes 41 seconds East for a distance of 58.17 feet to a point; thence North 62 degrees 50 minutes 56 seconds East for a distance of 120.35 feet to a point; thence South 29 degrees 04 minutes 19 seconds East for a distance of 54.26 feet to a point; thence South 27 degrees 54 minutes 10 seconds East for a distance of 60.00 feet to a point; thence South 28 degrees 05 minutes 46 seconds East for a distance of 61.07 feet to a point; thence South 29 degrees 18 minutes 41 seconds East for a distance of 62.65 feet to a point; thence South 30 degrees 00 minutes 00 seconds East for a distance of 360.00 feet to a point; thence North 60 degrees 00 minutes 00 seconds East for a distance of 85.00 feet to a point on the southwesterly right-of-way of Duval Point Way (said road having a 44 foot right-of-way); thence South 30 degrees 00 minutes 00 seconds East along the southwesterly right-of-way of Duval Point Way for a distance of 30.00 feet to a point; thence leaving said right-of-way of Duval Point Way on a bearing of South 60 degrees 00 minutes 00 seconds West for a distance of 85.00 feet to a point; thence South 30 degrees 00 minutes 00 seconds East for a distance of 120.00 feet to a point; thence North 60 degrees 00 minutes 00 seconds East for a distance of 85.00 feet to a point on the southwesterly right-of-way of Duval Point Way; thence South 30 degrees 00 minutes 00 seconds East along the southwesterly right-of-way of Duval Point Way for a distance of 15.23 feet to a point; thence southeasterly along the southwesterly right-of-way of Duval Point Way along a curve to the right having a radius of 15.00 feet and an arc length of 13.59 feet, being subtended by a chord bearing of South 04 degrees 02 minutes 12 seconds East and a chord distance of 13.13 feet to a point; thence southeasterly along the southwesterly right-of-way of Duval Point Way along a curve to

the left having a radius of 45.00 feet and an arc length of 64.72 feet, being subtended by a chord bearing of South 19 degrees 16 minutes 34 seconds East and a chord distance of 59.29 feet to a point; thence leaving said right-of-way of Duval Point Way on a bearing of South 29 degrees 31 minutes 15 seconds West for a distance of 87.50 feet to a point; thence South 60 degrees 28 minutes 45 seconds East for a distance of 25.00 feet to a point; thence South 85 degrees 28 minutes 45 seconds East for a distance of 68.68 feet to a point; thence North 69 degrees 31 minutes 16 seconds East for a distance of 25.00 feet to a point; thence North 55 degrees 13 minutes 03 seconds East for a distance of 73.17 feet to a point; thence North 27 degrees 08 minutes 22 seconds West for a distance of 17.60 feet to a point; thence North 60 degrees 00 minutes 00 seconds East for a distance of 120.00 feet to a point; thence South 30 degrees 00 minutes 00 seconds East for a distance of 11.81 feet to a point; thence North 60 degrees 00 minutes 00 seconds East for a distance of 60.78 feet to a point; thence North 14 degrees 20 minutes 00 seconds West for a distance of 78.49 feet to a point on the southeasterly right-of-way of Duval Point Way; thence northeasterly, northerly and northwesterly along the southeasterly, easterly and northeasterly right-of-way of Duval Point Way along a curve to the left having a radius of 45.00 feet and an arc length of 123.77 feet, being subtended by a chord bearing of North 03 degrees 07 minutes 49 seconds West and a chord distance of 88.29 feet to a point; thence northwesterly along the northeasterly right-of-way of Duval Point Way along a curve to the right having a radius of 15.00 feet and an arc length of 10.96 feet , being subtended by a chord bearing of North 61 degrees 00 minutes 11 seconds West and a chord of 10.71 feet to a point; thence leaving said right-of-way of Duval Point Way on a bearing of North 80 degrees 00 minutes 00 seconds East for a distance of 84.77 feet to a point; thence North 30 degrees 00 minutes 00 seconds West for a distance of 640.00 feet to a point; thence South 60 degrees 00 minutes 00 seconds West for a distance of 84.92 feet to a point on the northeasterly right-of-way of Duval Point Way; thence northwesterly, northerly and northeasterly along the northeasterly, easterly and southeasterly right-of-way of Duval Point Way along a curve to the right having a radius of 20.00 feet and an arc length of 23.64 feet, being subtended by a chord bearing of North 09 degrees 08 minutes 07 seconds East and a chord distance of 22.29 feet to a point; thence northeasterly, northerly and northwesterly along the southeasterly, easterly and northeasterly right-of-way of Duval Point Way along a curve to the left having a radius of 45.00 feet and an arc length of 85.05 feet , being subtended by a chord bearing of North 11 degrees 08 minutes 20 seconds West and a chord of 72.94 feet to a point; thence leaving said right-of-way of Duval Point Way on a bearing of North 24 degrees 43 minutes 06 seconds East for a distance of 67.22 feet to a point; thence North 29 degrees 54 minutes 42 seconds West for a distance of 33.30 feet to a point; thence South 89 degrees 43 minutes 06 seconds West for a distance of 64.30 feet to a point; thence South 64 degrees 43 minutes 07 seconds West for a distance of 50.00 feet to a point; thence South 39 degrees 43 minutes 06 seconds West for a distance of 66.68 feet to a point; thence South 14 degrees 43 minutes 07 seconds West for a distance of 50.00 feet to a point; thence South 11 degrees 09 minutes 48 seconds East for a distance of 63.61 feet to a point; thence South 35 degrees 37 minutes 03 seconds East for a distance of 23.30 feet to a point; thence South 30 degrees 00 minutes 00 seconds East for a distance of 615.00 feet to a point on the northwesterly right-of-way of Duval Point Way; thence South 60 degrees 00 minutes 00 seconds West along the northwesterly right-of-way of Duval Point Way for a distance of 52.00 feet to a point; thence leaving said right-of-way of Duval Point Way on a bearing of North 30 degrees 00 minutes 00 seconds West for a distance of 315.00 feet to a point; thence South 60 degrees 00 minutes 00 seconds West for a distance of

85.00 feet to a point on the northeasterly right-of-way of Duval Point Way; thence North 30 degrees 00 minutes 00 seconds West along the northeasterly right-of-way of Duval Point Way for a distance of 22.24 feet to a point; thence leaving said right-of-way of Duval Point Way on a bearing of North 60 degrees 00 minutes 00 seconds East for a distance of 85.00 feet to a point; thence North 30 degrees 00 minutes 00 seconds West for a distance of 240.01 feet to a point; thence North 60 degrees 38 minutes 29 seconds East for a distance of 25.15 feet to a point; thence North 28 degrees 17 minutes 50 seconds West for a distance of 99.01 feet to a point; thence South 62 degrees 05 minutes 50 seconds West for a distance of 24.08 feet to a point; thence North 27 degrees 54 minutes 10 seconds West for a distance of 120.00 feet to a point; thence North 62 degrees 05 minutes 50 seconds East for a distance of 19.00 feet to a point; thence North 27 degrees 42 minutes 44 seconds West for a distance of 106.00 feet to a point; thence South 63 degrees 21 minutes 01 seconds West for a distance of 19.00 feet to a point; thence North 25 degrees 30 minutes 49 seconds West for a distance of 59.16 feet to a point; thence North 23 degrees 14 minutes 29 seconds West for a distance of 59.16 feet to a point; thence North 21 degrees 03 minutes 12 seconds West for a distance of 59.17 feet to a point; thence North 70 degrees 10 minutes 01 seconds East for a distance of 13.33 feet to a point; thence North 18 degrees 00 minutes 00 seconds West for a distance of 101.59 feet to a point; thence South 72 degrees 00 minutes 00 seconds West for a distance of 14.29 feet to a point; thence North 19 degrees 34 minutes 46 seconds West for a distance of 65.11 feet to a point; thence North 25 degrees 38 minutes 47 seconds West for a distance of 87.26 feet to a point; thence South 61 degrees 10 minutes 55 seconds West for a distance of 85.77 feet to a point on the northeasterly right-of-way of Duval Point Way; thence northwesterly along the northeasterly right-of-way of Duval Point Way along a curve to the left having a radius of 522.00 feet and an arc length of 10.77 feet, being subtended by a chord bearing of North 29 degrees 24 minutes 32 seconds West and a chord distance of 10.77 feet to a point; thence North 30 degrees 00 minutes 00 seconds West along the northeasterly right-of-way of Duval Point Way for a distance of 14.94 feet to a point; thence leaving said right-of-way of Duval Point Way on a bearing of North 60 degrees 00 minutes 00 seconds East for a distance of 75.00 feet to a point; thence North 30 degrees 00 minutes 00 seconds West for a distance of 58.37 feet to a point; thence North 24 degrees 37 minutes 32 seconds East for a distance of 20.00 feet to a point on the southwesterly right-of-way of Pembrook Farm Drive; thence southeasterly, easterly and northeasterly along the southwesterly, southerly and southeasterly right-of-way of Pembrook Farm Drive along a curve to the left having a radius of 45.00 feet and an arc length of 54.29 feet, being subtended by a chord bearing of North 60 degrees 03 minutes 39 seconds East and a chord distance of 51.08 feet to a point; thence leaving said right-of-way of Pembrook Farm Drive on a bearing of South 44 degrees 30 minutes 14 seconds East for a distance of 87.50 feet to a point; thence North 45 degrees 29 minutes 46 seconds East for a distance of 25.83 feet to a point; thence North 20 degrees 29 minutes 46 seconds East for a distance of 65.18 feet to a point; thence North 04 degrees 30 minutes 14 seconds West for a distance of 51.65 feet to a point; thence North 29 degrees 30 minutes 14 seconds West for a distance of 65.18 feet to a point; thence North 54 degrees 30 minutes 14 seconds West for a distance of 51.65 feet to a point; thence North 79 degrees 30 minutes 14 seconds West for a distance of 65.18 feet to a point; thence South 75 degrees 29 minutes 46 seconds West for a distance of 25.83 feet to a point; thence North 29 degrees 56 minutes 53 seconds West for a distance of 52.43 feet to a point; thence North 60 degrees 03 minutes 07 seconds East for a distance of 177.00 feet to a point; thence South 29 degrees 54 minutes 03 seconds East for a distance of

320.78 feet to a point; thence South 29 degrees 50 minutes 39 seconds East for a distance of 279.20 feet to a point; thence South 29 degrees 54 minutes 47 seconds East for a distance of 321.59 feet to a point; thence South 29 degrees 54 minutes 14 seconds East for a distance of 322.07 feet to a point; thence South 29 degrees 50 minutes 19 seconds East for a distance of 614.37 feet to a point; thence South 60 degrees 00 minutes 50 seconds West for a distance of 585.89 feet to a point; thence North 32 degrees 28 minutes 24 seconds West for a distance of 258.40 feet to a point; thence South 59 degrees 59 minutes 54 seconds West for a distance of 461.86 feet to a point on the northeasterly right-of-way of Rosebud Road and the TRUE POINT OF BEGINNING.

Said tract contains 18.6215 Acres.

LEGAL DESCRIPTION
OPEN SPACE #2

All that tract or parcel of land lying and being in Land Lot 321of the 4th District of Gwinnett County, Georgia and being more particularly described as follows.

To find the TRUE POINT OF BEGINNING, begin at a point at the intersection of the northeasterly right-of-way of Rosebud Road (said road having an 80 foot right-of-way) with the line between Land Lots 321 and 322 of the 4th District; thence northwesterly along the northeasterly right-of-way of Rosebud Road for a distance of 264.8 feet to a point; thence North 29 degrees 52 minutes 28 seconds West along the northeasterly right-of-way of Rosebud Road for a distance of 356.05 feet to a point; thence North 28 degrees 57 minutes 27 seconds West along the northeasterly right-of-way of Rosebud Road for a distance of 321.88 feet to a point; thence North 28 degrees 52 minutes 58 seconds West along the northeasterly right-of-way of Rosebud Road for a distance of 322.32 feet to a point; thence North 30 degrees 33 minutes 56 seconds West along the northeasterly right-of-way of Rosebud Road for a distance of 280.41 feet to a point; thence North 30 degrees 08 minutes 19 seconds West along the northeasterly right-of-way of Rosebud Road for a distance of 189.34 feet to a point; thence northwesterly along the northeasterly right-of-way of Rosebud Road along a curve to the left having a radius of 242.92 feet and an arc length of 13.60 feet, being subtended by a chord bearing of North 32 degrees 10 minutes 22 seconds West and a chord distance of 13.59 feet to a point and the TRUE POINT OF BEGINNING.

Thence northwesterly along the northeasterly right-of-way of Rosebud Road along a curve to the left having a radius of 242.92 feet and an arc length of 125.04 feet, being subtended by a chord bearing of North 48 degrees 31 minutes 06 seconds West and a chord distance of 123.66 feet to a point; thence leaving said right-of-way of Rosebud Road on a bearing of North 60 degrees 03 minutes 07 seconds East for a distance of 792.79 feet to a point; thence South 30 degrees 00 minutes 00 seconds East for a distance of 135.23 feet to a point on the northwesterly right-of-way of Pembrook Farm Drive (said road having a 46 foot right-of-way); thence South 60 degrees 00 minutes 00 seconds West along the northwesterly right-of-way of Pembrook Farm Drive for a distance of 39.17 feet to a point; thence leaving said right-of-way of Pembrook Farm Drive on a bearing of North 30 degrees 00 minutes 00 seconds West for a distance of 85.00 feet to a point; thence South 60 degrees 00 minutes 00 seconds West for a distance of 660.00 feet to a point; thence South 30 degrees 00 minutes 00 seconds East for a distance of 85.00 feet to a point on the northwesterly right-of-way of Pembrook Farm Drive; thence South 60 degrees 00 minutes 00 seconds West along the northwesterly right-of-way of Pembrook Farm Drive for a distance of 34.39 feet to a point; thence leaving said right-of-way of Pembrook Farm Drive along a curve to the right having a radius of 20.00 feet and an arc length of 30.10 feet, being subtended by a chord bearing of North 76 degrees 53 minutes 10 seconds West and a chord distance of 27.34 feet to a point on the northeasterly right-of-way of Rosebud Road and the TRUE POINT OF BEGINNING.

Said tract contains 1.0930 Acres.