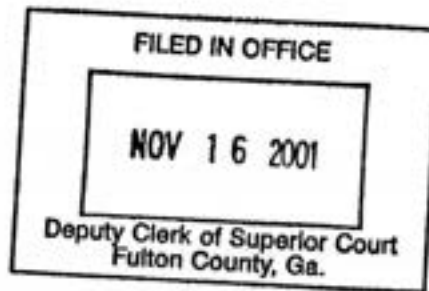


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Superior Court Records



AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHAMPIONS OVERLOOK

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FOR CHAMPIONS OVERLOOK
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENT FOR CHAMPIONS OVERLOOK**

THIS DECLARATION, made this ____ day of _____, 2001 by *LANDBANK DEVELOPMENT CORPORATION*, a Georgia corporation (hereinafter referred to as the "Developer"). These amended and restated COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT for Champions Overlook supercede and replace those filed on April 10th, 2000, which were recorded in Deed Book 28831 Page 312 in Fulton County, Georgia (the "Original Covenants").

WITNESSETH:

WHEREAS, Developer is the original owner of certain real property known as CHAMPIONS OVERLOOK, lying and being in Lands Lots 544, 545, 546 & 547, 2nd District, 2nd Section, Fulton County, Georgia, which real property is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property was encumbered by the Original Covenants prior to the sale by Developer of certain fee simple Lots therein;

WHEREAS, Developer desires to continue to provide for the preservation and enhancement of the property values in CHAMPIONS OVERLOOK and for the maintenance of the property and improvements thereon, and to this end desires to subject the Property (including the Lots previously sold) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values in Champions Overlook to create an agency to which should be delegated and assigned the powers of owning, maintaining, and administering the common area and improvements thereon and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

WHEREAS, the Original Covenants authorize the amendment thereof by Developer, which amendment shall be embodied in this Amended and Restated Declaration of Covenants, Conditions and Restrictions for CHAMPIONS OVERLOOK, and shall be binding on and run with the Property and any owners of individual Lots within the Property; and

NOW, THEREFORE, Developer hereby declares that all of the real property described in Exhibit "A" and any additional property as may by subsequent amendment hereto be added to and subjected to this Declaration shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to Roger Festa of Landbank Development, William Lincicome of Post Landscape Group, or such other individuals as Developer may appoint, until all lots in Champions Overlook shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents; at which time such term shall mean and refer to those persons selected annually by the Owners in compliance with the bylaws of the Association to serve as members of said committee.

Section 2. "Association" shall mean and refer to the Champions Overlook Homeowners Association, Inc., its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association. The Board of Directors shall be the governing body of the Association.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners, including but not limited to any easements benefiting the Owners and/or the Association.

Section 5. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found necessary and appropriate by the Board pursuant to this Declaration and the Bylaws and Articles of Incorporation of the Association.

Section 6. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 7. "Design Standards" shall mean and refer to the Design Standards adopted from time to time by the Architectural Committee in accordance with Article II Section 8 of this Declaration.

Section 8. "Developer" shall mean and refer to (i) Landbank Development Corporation, a Georgia corporation, or (ii) any successor-in-title or any successor-in-interest to Landbank Development Corporation to all or any portion of the Property, provided in the instrument of conveyance to any such successor-in-title or interest, such successor-in-title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the Developer hereunder at the time of such conveyance.

Section 9. "Development" shall mean and refer to the Property subject to this Declaration and known as Champions Overlook and all improvements located or constructed thereon.

Section 10. "Dwelling" shall mean and refer to a detached single-family dwelling unit located on a Lot.

Section 11. "Eligible Mortgage Holder" shall mean and refer to a Mortgagee or a Mortgage on any Lot within the Development who submits a written request to the Association stating the name, address and telephone number of such Mortgagee and the address of the Lot encumbered by the Mortgage and requesting notice of all event as to which Eligible Mortgage Holders are entitled to receive notice pursuant to this Declaration.

Section 12. "Governing Documents" shall collectively mean and refer to this Declaration, the Articles, the Bylaws, the Rules and Regulations and the Design Standards as the same may be amended from time to time.

Section 13. "Improvement", when capitalized in this Declaration, shall mean and refer to (i) any dwelling, structure, building, improvement or landscaping of any kind which may affect the appearance of all or any exterior portion of any Lot, including, by way of example and not limitation, any building or part thereof, sidewalks, driveways, mail boxes, garages, porches, decks, gazebos, patios, courtyards, swimming pools, tennis courts, sheds, greenhouses, playhouses, basketball goals, play equipment, awnings, walls, steps, stoops, fences, trees, shrubs, exterior lights, guest or servants' quarters, or other outbuildings, or any other temporary or permanent improvement to a Lot; (ii) any landscaping, excavation, grading, filling or fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot.

Section 14. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property upon which a single-family residence may be constructed.

Section 15. "Lot Owner" or "Owner" shall mean and refer to the recorded owner, whether one or more Persons, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 16. "Mortgagee" shall mean the holder, beneficiary or grantee of a mortgage.

Section 17. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 18. "Plat", in respect to CHAMPIONS OVERLOOK, shall mean and refer to that certain Plat for Champions Overlook, prepared by PWH Engineering Inc., dated September 1, 1999, and to be recorded in the office of the Clerk of Superior Court of Fulton County, Georgia.

Section 19. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof, together with such additional real property as may by subsequent amendment be added to and subject to this Declaration.

Section 20. "Rules and Regulations" shall mean the Rules and Regulations of the Association as may be adopted, amended and repealed by the Board of Directors of the Association.

Section 21. "Structure" shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof; garage, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 21 applies to such change.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee.
The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Architectural Control Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of

the neighborhood and with the standards of development of the Property; and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

Section 2. Meetings. Meetings of the Architectural Control Committee shall be held at such time and at such place as the Architectural Control Committee shall specify. At each meeting of the Architectural Control Committee, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the Architectural Control Committee present at any regular or special meeting thereof, at which a quorum is present, shall constitute the act of the Architectural Control Committee. Any action required to be taken at a meeting of the Architectural Control Committee, or any action, which may be taken at a meeting of the Architectural Control Committee, may be taken without a meeting if written consent is obtained from all members of the Architectural Control Committee, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

Section 3. Action of Members of Architectural Control Committee. Any member of the Architectural Control Committee may be authorized by the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority as may be specified by resolution of the Architectural Control Committee. The action of such member with respect to the matters specified shall be final and binding upon the Architectural Control Committee and upon any applicant for an approval permit or authorization, subject, however, to review and modification by the Architectural Control Committee on its own motion or appeal by the applicant to the Architectural Control Committee as provided herein. The applicant, may, within twenty-four (24) hours after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Architectural Control Committee. Upon filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the Architectural Control Committee, but in no event later than seven (7) days after the filing of such request. The decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

Section 4. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been first submitted to and approved by the Architectural Control Committee, such approval to be designated in writing directly on said plans and specs by a member of the Architectural Control

Committee. Four sets of plans must be submitted for approval, two of which shall be returned. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee and may include, without limitation, the following:

- A. A Site Plan showing the location of all proposed and existing Improvements on the Lot, including setbacks, open space, driveways, walkways, and parking spaces, including the number thereof;
- B. A Survey showing the location of trees of six (6) inches or more in diameter at a height of four (4) feet and other significant vegetation on such Lot;
- C. Foundation plans;
- D. Floor plans;
- E. Wall sections;
- F. Exterior elevations of all proposed Improvements and alterations to existing Improvements as such Improvements will appear after all back-filling and landscaping are completed, including a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, the Architectural Control Committee being authorized to promulgate standards with respect to such ratios;
- G. Specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Improvements and alterations to existing Improvements and also showing front, side and rear elevations thereof; and
- H. Plans for landscaping and grading.

Section 5. Commencement and Completion of Construction. No construction of any Improvements on any Lot shall be undertaken or conducted anytime on Sundays, after 7:00 p.m. on Saturdays, or before sun up and after sun down on any day, except for (i) emergency situations involving the potential loss, injury or damage to persons or property, or (ii) as otherwise may be permitted by the Architectural Control Committee from time-to-time. Lots may not be temporarily or permanently occupied until the exterior of the Dwelling and the landscaping thereon have been completed, and a certificate of occupancy for the Dwelling on such Lot has been issued, and the Developer has signed an approval for said occupancy. Construction of all Dwellings on Lots shall commence within ninety (90) days of the closing of the original sale of the Lot and shall be completed within one (1) year of said commencement date of construction. During the continuance of construction by an Owner, such Owner shall require its contractors to maintain appropriate erosion controls, keep the street clean from mud and debris, maintain the Lot in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractors to immediately remove all

equipment, tools, and construction materials and debris from the Lot on which such construction has been completed.

Section 6. Approval and Disapproval of Plans and Specifications.

- A. The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations.
- B. Upon approval by the Board or the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, two copies of such plans and specifications, as approved, shall be maintained with the permanent records of the Association, and two copies of such plans and specifications bearing such approval shall be returned to the applicant submitting the same. Approval of any plans and specifications for use in connection with any Lot shall not be deemed a waiver of the right of the Architectural Control Committee, in its sole discretion, to disapprove similar plans and specifications for any of the features or elements included therein, if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of any such plans and specifications relating to any Lot or Structure shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, unless (1) construction has not substantially commenced within three (3) months of approval of such plans and specifications, or (2) such plans and specifications are materially altered or changed.
- C. Neither Developer nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, approval of plans and specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Developer nor any member of the Architectural Control Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. By submission of such plans and specifications to the Architectural Control Committee, every Owner of any Lot releases and agrees to hold harmless and to defend Developer and any member of the Architectural Control Committee from any such alleged liability, claim and/or damage.

Section 7. Obligation to Act. The Architectural Control Committee shall take action on any plans and specifications submitted as herein provided within seven (7) business

days after receipt thereof. Approval by the Architectural Control Committee, if granted, together with any conditions imposed by the Architectural Control Committee, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the Architectural Control Committee to take action within seven (7) days of the receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

Section 8. Design Standards. The Architectural Control Committee, subject to approval of the Board, is hereby authorized to promulgate written architectural standards, regulations, policies, procedures and guidelines ("Design Standards") governing the construction, location, height, size, dimensions, materials, and design of Improvements located or to be located on any Lot, the time within which such Improvements must be completed, the contents of submitted plans and specifications, and such other information as may be required in order to evidence compliance with and obtain approval pursuant to this Section. By way of example and not limitation, the Architectural Control Committee shall have the right to establish a maximum percentage of a Lot which may be covered by Dwellings, buildings, Structures, or other Improvements, which percentage shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. The Design Standards shall be binding upon and enforceable against all Owners as if fully set forth herein.

Section 9. Right of Inspection. The Architectural Control Committee, and its agents and representatives, shall have the right to enter upon and inspect any Lot at any time before, during or after completion of any work for which approval is required hereunder for the purpose of ascertaining whether the installation, construction, alteration or maintenance or the use of the Lot is in compliance with the provisions of this Declaration; and no such person or entity shall be deemed to have committed a trespass or wrongful act by reason of such entry of inspection.

Section 10. Approval of Builders. No builder shall commence construction of a Dwelling on any Lot unless and until such builder has been approved in writing by the Architectural Control Committee. In considering the application of a builder, the Architectural Control Committee may consider such factors as it deems appropriate, including, without limitation, (i) whether and/or how long the builder has been engaged in the business of home construction, (ii) the experience of the builder in constructing homes of the type and price range existing within Champions Overlook, (iii) the financial viability of the builder, (iv) the builder's reputation in the community, and (v) the builder's history of compliance or noncompliance with this Declaration and the Design Standards.

Section 11. Effect of Approval. No approval of plans and specifications and no publication of the Design Standards pursuant to the terms of this Declaration shall be construed as representing or implying that such plans, specifications and Design Standards will, if followed, result in properly designed improvements. Such approval of Design Standards shall in no event be construed as representing or guaranteeing that any Improvement built in accordance therewith will be built in a good and/or workmanlike manner. The Association, the

Board and the Architectural Control Committee shall not be responsible or liable for (i) any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Declaration; (ii) any loss or damages to any person arising out of the approval or disapproval of, or the failure to act upon, any plans and specifications with any governmental or administrative regulations, or any defects in construction undertaken pursuant to such plans and specifications.

Section 12. Fees. The Architectural Control Committee, subject to Board approval, may impose and collect a reasonable and appropriate fee to cover the costs of its review and inspection pursuant to this Section, which costs shall include but not be limited to the compensation of any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The amount of such fee shall be established from time to time by the Board of Directors or the Architectural Control Committee. Additionally, The Architectural Control Committee, subject to Board approval, may require placement of a deposit or bond by an applicant to insure compliance with this Declaration and the Design Standards and to cover any expenses or damages caused by construction or improvement activities required to be approved by it.

Section 13. Violations.

- A. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Architectural Control Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment of which the Owner and his Lot are subject.
- B. The Architectural Control Committee shall provide written notice to the Owner by certified mail, return receipt requested, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within ten (10) days after the receipt of the aforesaid notice of violation as shown by the return receipt, or if rejected, the date ten (10) days after the mailing of the aforesaid notice, then the Architectural Control Committee shall have the right of abatement as provided in Section 1 (B) of Article X hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the Architectural Control Committee, shall be entitled to seek equitable relief to enjoin such construction.

ARTICLE III PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Areas (including, without limitation, the right of pedestrian (but not vehicular) access, ingress and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes and the right of use of such recreational facilities as may be erected and maintained by the Association for such purposes from time to time), which right and easement shall be appurtenant to and shall pass with the title to every Lot:

- A. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by the Developer or a two-thirds (2/3) majority of Owners, agreeing to such dedication or transfer, has been recorded.
- B. The easements reserved in Article VI of this Declaration.
- C. The right of the Association to govern the operation, use and enjoyment of the Common Area by promulgating Rules and Regulations with respect thereto as set forth herein, including, but not limited to the right to impose limitations on the number of guests of Owners.
- D. The right of the Association to limit the use of enjoyment of the Common Area to the Owners and their respective families, tenants and guests, as well as to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants and guests.
- E. The right of the Association to suspend an Owner's voting rights, if any, and right to use the facilities as may be located on the Common Areas or to benefit from any services provided or paid for by the Association for any period during which (i) any Association assessments or other charges owed to the Association remain unpaid, or (ii) for any violation of any provision of this Declaration, for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days.
- F. The right of the Association to borrow money for the purpose of acquiring or improving any Common Area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon and, in those cases where additional Common Area is being acquired, to give as security therefore, a Mortgage encumbering such additional Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of use and enjoyment in and to the Common Area and the improvements

thereon, if any, to the members of his family, his tenants, guests and invitees, subject to such regulations as may be established from time to time by the Association.

Section 3. Title to Common Area. Developer may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of the Owners. The Association hereby covenants and agrees to accept from Developer all such conveyances of real and personal property.

ARTICLE IV **COVENANT FOR MAINTENANCE AND** **CAPITAL IMPROVEMENT ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments which may or shall be levied by the Association, and (ii) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and cost of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area and improvements thereon, if any, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

Section 3. Computation of Annual Assessments. If the Association incurs ongoing Common Expenses, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, so long as it continues to own any of the Lots; or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget

and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Owners and the Developer, or the Developer solely prior to Developer releasing control of the Association, if any, voting in person or by proxy at a meeting duly called for such purpose. Special assessments may also be levied by the Association if for any reason the annual assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the members as set forth above.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on any basis deemed appropriate by the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. Anything contained herein to the contrary notwithstanding, Developer, on behalf of itself and its successors and assigns, covenants and agrees to collect the annual assessment for each Lot owned by a Builder, or which a Builder has under option, or which a Builder has commenced construction thereon; provided, however, Developer shall be responsible for assessments on Lots which are not under option, but shall not be responsible for assessments on Lots which do not have a residence constructed thereon.

Section 8. Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of its delinquency at the lesser rate of (i) Twenty Percent (20%), or (ii) the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay

the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this Section 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 for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 9. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Property Not Owned by the Association. The Association shall be authorized to expend assessments for the improvement and maintenance of real and personal property which is not owned by the Association or otherwise subject to the Declaration if and to the extent the Board of Directors determines that such maintenance or improvement would benefit the Association, the Lot Owners or the Development as a whole.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (i) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Area; (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, less and except the Developer's rights in Article IV, Section 7.

ARTICLE V MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon, if any. The Association's responsibility with respect to the Common Areas shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks, parking areas and buildings and other improvements, if any, situated within the Common Area; (ii) such utility lines, pipes, plumbing, wires, conduits, storm water drainage facilities, retention ponds and systems which are a part of the Common Area; and (iii) all lawns, shrubs, trees, hedges, grass and other landscaping situated within or upon the Common Area. The Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit Owners and/or the Development. Notwithstanding any provision contained herein to the contrary, the Association shall not be liable for any injury or damage to any person or property (i) caused by the elements; (ii) caused by any Owner or the family, guests or invitees of any Owner; (iii) resulting from any rain or other surface water which may leak or flow from any portion of the Common Area; or (iv) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to the Owner for any loss or damage, by theft or otherwise, of any property of such Owner or the family, guests or invitees of such Owner which may be stored in or upon any portion of the Common Area or any portion of the Property. No diminutions or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or governmental authority, the obligation to pay each such assessment being a separate and independent covenant on the part of the Owner.

Section 2. Owner's Responsibility. Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all Improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior Improvements. Should any Owner of a Lot fail to maintain his Lot or the Improvements thereon as set forth hereinabove, the Architectural Control Committee, its agents and representatives shall have the right of abatement as provided in Section 1(B) of Article X hereof. Such Owner shall be personally liable to the Architectural Control Committee for the direct and indirect cost of such abatement, which costs shall be added to and become part of the assessment to which such Owner and his Lot are subject. The provisions hereof shall not be construed, however, as an obligation on the part of the Architectural Control Committee to mow, clear, cut or prune any Lot; to provide garbage or trash removal service, or to perform such exterior maintenance.

ARTICLE VI EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association as easement upon, across, over, through and under all Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television, cable or communications lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided for herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement be a separate recordable document, Developer or the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

Section 2. Easements for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any part of the Property owned by Developer and the Common Area for so long as Developer owns any Lot primarily for the purpose of sale:

- A. For the erection, installation, construction, and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community, antenna, television cables and other utilities;
- B. For the construction of improvements on the Lots;
- C. For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;
- D. For the use of the Common Area and any sales offices, model units and parking spaces in connection with its effort to market Lots; and
- E. For the maintenance of such other facilities and equipment as in the sole discretion of the Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

ARTICLE VII
GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any builder of residences in Champions Overlook from using any Lot owned by Developer or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots and homes constructed upon said lots in Champions Overlook.

Section 2. Common Area. The Common Area shall be used only by the Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from their respective Lots and for such other purposes as may be authorized by the Association.

Section 3. Nuisances.

- A. No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Area, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other Owners' use of their Lots and/or the Common Area.
- B. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No Nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no fireworks, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.
- C. No motorized scooters, go-carts, or any other recreational unlicensed vehicles creating any noise or disturbance shall be allowed. No motorized vehicle shall be used by any unlicensed driver in the subdivision.
- D. No construction vehicles, equipment, materials, etc. shall be stored on any portion of an Owner's Lot except during the construction period.

Section 4. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the

Architectural Control Committee of plans and specifications for such split, division or subdivision and the approval of the Fulton County Department of Planning and Community Development.

Section 5. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation.

Section 6. Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the Architectural Control Committee of plans and specifications for the landscaping to accompany such construction or alteration. Landscaping shall be minimally in compliance with the Plan attached hereto as Exhibit "B". No hedge, shrubbery or tree that obstructs sight-lines of streets and roadways within the Development shall be placed or permitted to remain on any Lot, where such hedge, shrubbery or tree interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and a road or street in the Development. No Owner shall be entitled to cut, remove or mutilate any trees, shrubs, bushes or other vegetation having a trunk diameter of six (6) inches or more at a point four (4) feet above ground level, without obtaining the prior approval of the Architectural Control Committee, except as set forth in the preceding sentence and provided further that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Control Committee or its representatives, as well as other dead or diseased shrubs, bushes or other vegetation, shall be cut and removed promptly from any Lot by the Owner of such Lot.

Section 7. Temporary Buildings. No Structure of a temporary nature, whether trailer, basement, tent, shack, garage, barn, animal pen or cage or other outbuilding shall be permitted, maintained or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot without the prior written consent of the Architectural Control Committee.

Section 8. Improvement of Lots. All construction of Dwellings, accessory Structures and all other Improvements in Champions Overlook shall be undertaken and completed in accordance with the following conditions:

A. All grading, clearing, building or other construction activities commenced on any portion of the Development shall be carried out in compliance with (i) any and all applicable state, county and municipal zoning and building restrictions and any applicable regulations; (ii) any Plats filed in the land records of Fulton County, Georgia; (iii) the requirements of this Declaration; and (iv) the requirements of any and all Design Standards promulgated by the Architectural Control Committee. The Architectural Control Committee is authorized to establish as part of the Design Standards requirements for the height of Structures, Dwellings

or other Improvements above grade, roof pitch, minimum square footage of Living Space in any Dwelling, and setback lines that are more restrictive than those established by the Plats. No Improvement shall be erected or placed on any Lot unless its location is consistent with such setback lines. However, the Architectural Control Committee may grant variances with respect to such setback lines as it may determine in its sole and absolute discretion. No Owner or any other person shall apply to the Architectural Control Committee, to Fulton County or to any other person or entity for a variance from the setback requirements established by the Plats and/or by applicable zoning requirements.

B. All Dwellings constructed on a Lot shall have as a minimum first floor elevation the level of the 100-year flood as designated on official Fulton County flood plain maps on file with the Fulton County Planning Department, and shall be designed and constructed in compliance with any applicable Fulton County Building Code provisions regarding construction in flood hazard areas.

C. The portion of each Lot located in front, sides and rear of the residence constructed thereon shall be sodded with grass as approved on landscape plan by Architectural Control Committee and landscape plan shall be submitted for approval. The sod shall all be Bermuda 419. The landscape plan shall be the minimum as prepared by Post Landscape Group, incorporated herein as Exhibit B.

D. Concrete or concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any Dwelling or accessory Structure constructed or placed on any Lot. Exterior exposed surfaces on all Dwellings shall be painted siding, stone, brick or stucco as approved by Architectural Control Committee. No vinyl or aluminum siding shall be allowed. There shall be no chain-link fence or fences or walls of any other material that the Architectural Control Committee determines to be incompatible with Dwellings or other Structures in Champions Overlook. The approved fencing for any of the Property shall be black and per the design and specifications attached hereto as Exhibit "C".

E. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a Dwelling or accessory Structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.

F. No exposed, above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee.

G. Adequate off-street parking shall be provided for each Lot.

H. All garbage cans, woodpiles, gas and electric meters, air conditioning equipment and other similar items shall be located or screened so as to be concealed from the view of the street, neighboring Lots and the Common Area. Any such visual barrier may consist of either

fencing, landscaping or planting as may be approved by the Board or the Architectural Control Committee in accordance with this Declaration. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Trash, garbage or other rubbish shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All such sanitary containers shall be kept in a clean and sanitary condition and returned to their normal storage area by evening of the pick-up day, which area is not to be visible from the street or neighboring Lots. No incinerators for garbage, trash or other refuse shall be used.

I. No plumbing, vent or heating vent shall be placed on the front side of any roof of any Dwelling or accessory Structure, unless required in order to meet the requirements of the building code of Fulton County, Georgia and any regulation applicable thereto. All roof vents shall be painted either black or a color to match the actual roofing material.

J. Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction.

K. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage, decks and basement) of one-story single-family detached Dwellings shall contain not less than Three Thousand (3,000) square feet. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, decks, bulk-storage and basement) of all one and one-half story, two story or two and one-half story single-family detached Dwellings shall contain not less than Thirty-Five Hundred (3,500) square feet. No Dwelling shall be constructed exceeding two and one-half stories in height on any Lot. All roof pitches shall not be less than 8/12".

L. In no event shall the setbacks be less than those required by the Fulton County Comprehensive Zoning and Land Use Resolution. The Architectural Control Committee shall approve sitting location prior to construction. A site plan for each lot shall be submitted along with the plans for approval.

Front - 60 Feet

Side - 25 Feet

Rear - 50 Feet-per plat building set back requirements

Any requests for alteration of setback lines MUST first be approved by the Architectural Control Committee PRIOR TO making a request for variance.

M. Minimum requirement is a three- (3) car garage with garage doors and opener, which shall be coordinated with all Structures of the Lot, and design, materials and colors for such doors shall be approved by the Architectural Control Committee. All garages are to be side entry or courtyard entry. All vehicles owned or used by Owners or occupants other than temporary guests or visitors shall be parked within garages. Garages shall not be used for storage or otherwise so that they become unavailable for parking vehicles therein. Garage

doors shall be closed at all times except during ingress and egress into and out of the garage. The Board of Directors of the Association shall have the power and authority to further regulate parking through the adoption of Rules and Regulations, which Rules and Regulations shall be binding upon all Owners and their families, tenants, guests, invitees and licensees, as if fully set forth herein. Such Rules and Regulations may prohibit certain types of vehicles, including, without limitation, trailers, campers, boats, recreational vehicles, trucks or commercial vehicles, from being parked on the Property or designated portions thereof. Vehicles shall not be stored, repaired or restored upon or within any Lot or portion of the Common Area, except (i) within any enclosed garage, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. No vehicles shall be parked so as to obstruct the fire lanes or roadways within the Property. The Association is expressly authorized to remove, by towing or other methods, at the Owner's expense, any vehicle parked on the Property in violation thereof.

N. All vehicular traffic on roads in the Development shall be subject to the provisions of the laws of the State of Georgia and Fulton County concerning the operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable Rules and Regulations governing vehicular and pedestrian traffic within the Development, including reasonable safety measures, noise controls and speed limits and including modifications of those in force on public streets. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying fines for violations thereof. In the event of a conflict between such provisions of the laws of the State of Georgia and Fulton County and such Rules and Regulation promulgated by the Association, the Rules and Regulations of the Association shall govern. The Board of Directors shall have the right to adopt Rules and Regulations governing the use of mopeds, golf carts and other recreational vehicles on the streets within Champions Overlook, which Rules and Regulations may modify or eliminate minimum age and licensing requirements imposed by the laws of the State of Georgia and Fulton County for the use of such vehicles on public roads. In the absence of such Rules and Regulations, the minimum age and licensing requirements imposed by the laws of the State of Georgia and Fulton County shall apply. All vehicles of any kind and nature which are operated on the streets in the Development shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Development.

O. All exterior colors and materials of all Structures shall be submitted to the Architectural Control Committee for approval and shall be subject to the Architectural Control Committee color and material guidelines. An Owner wishing to make changes in these scheduled colors may do so only with the approval of the Architectural Control Committee in order to achieve a well-coordinated color scheme throughout the community. To be valid, approvals must be recorded with the Architectural Control Committee.

P. Fireplaces may be full masonry or with U.L. approved pre-fabricated, firebox and metal flue. Exterior of all chimneys including gas log fireplaces must be compatible with exterior finish. Any exceptions must be approved in writing by the Architectural Control Committee.

Direct vent gas fireplaces will be considered only with Architectural Control Committee written approval.

Q. Pre-fabricated or factory-built structures shall not be permitted within Champions Overlook Development. Upon the Architectural Control Committee approval, outbuildings, storage buildings, detached garages, etc., may be allowed should specific circumstances require. Any such building is to be kept in total keeping with the house design in roof pitch, exterior materials, windows, doors, lighting, etc., and is to be reviewed by the Architectural Control Committee, thus establishing any such request as a special case, requiring exception and not establishing a precedent. THE DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE IS FINAL!

R. The location of Structures MUST be approved by the Architectural Control Committee PRIOR to clearing. All Structures together with related paved and open areas, shall be located on each LOT to: (i) minimize changes in the existing topography; (ii) preserve existing trees and vegetation to maximum extent possible; (iii) control drainage and prevent erosion; (iv) create prime views and conceal unsightly areas; (v) location will also be subject to Fulton County; (vi) drawing of site plan to be submitted to Architectural Control Committee.

S. Mailbox design and material must be the approved Architectural Control Committee standard as shown in Exhibit "D".

T. Air conditioning compressors must be screened with shrubbery and location must be designated on plans.

U. No road, driveway, sidewalk or path shall be constructed or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for such road, driveway, sidewalk or path. Such specifications shall include the proposed substance to be used in the construction of such road, sidewalk or path, which substance shall be satisfactory to the Architectural Control Committee. All driveways shall be concrete with pavers at the entrance apron. The pavers at the apron shall be a minimum depth of ten feet across the entire width of the driveway as per Architectural Control Committee Specs.

V. No awnings, shades, screens or other items shall be attached to, hung or used on the exterior of any window or door of a Dwelling or other building without the prior written consent of the Architectural Control Committee. Further, no foil or other reflective material shall be used on any windows or doors, whether for sunscreen, blinds, shades or any other purpose. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained within the Development, nor shall any clothing, rugs or any other item be hung on any railing, fence, hedge, wall, or any portion of the Common Areas. No projections of any type shall be placed or permitted to remain above the roof of any Dwelling or other building except approved chimneys or vent stacks. Yards shall be maintained, mowed, raked, weeded and kept in a generally compatible and acceptable appearance.

W. No signs whatsoever shall be installed, erected, altered or maintained on any portion of the Property except (i) such signs as may be required by legal proceedings; (ii) such signs as are erected and/or maintained by the Association; (iii) directional signs for vehicular or pedestrian safety as are approved by the Architectural Control Committee; (iv) such other signs, including but not limited to name and address signs and security company signs, as may be expressly approved in writing from time to time by the Architectural Control Committee. All signs as are permitted by this subsection shall be subject to such guidelines and any Rules and Regulations as may be adopted from time to time by the Architectural Control Committee governing the size, location, materials and appearance of such signs. All signs shall be the same as and conform with the existing subdivision signs and must be approved by the Developer and Architectural Control Committee.

X. No recreational and playground equipment shall be placed or installed on any Lot that is visible from the street abutting such Lot. All basketball goals must be approved the Board of the Architectural Control Committee. Above-ground swimming pools are strictly prohibited. Subject to the foregoing, recreational and playground equipment and in-ground swimming pools as may be approved by the Architectural Control Committee may be constructed on a Lot; provided, however, that the Architectural Control Committee shall have the right to approve or disapprove the plans and specifications for any such structure or pool to be erected on any Lot, and construction of such structure or pool may not be commenced until complete and final plans and specifications shall have been submitted to and approved by the Architectural Control Committee in accordance with the provisions herein.

Y. No fences or walls of any kind shall be erected, maintained or altered on any Lot without the prior written approval of the Architectural Control Committee of plans or specifications for such fences and walls. Chain-link fences are specifically prohibited and shall not be erected, placed or maintained within the Development, except with regard to maintenance areas within the Common Areas, tennis courts approved by the Architectural Control Committee, and those fences erected by the original developer.

Z. The installation and maintenance of television antennas, radio receivers, radio receiver equipment, satellite dish equipment and other similar devices shall be subject to such Rules and Regulations as are adopted from time to time by the Board or the Architectural Control Committee and all such Rules and Regulations shall be enforceable as if fully set forth herein. The Association shall have the right, but not the obligation, to install and maintain such equipment as is necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development.

Section 9. Animals/Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or within any Dwelling, except that dogs, cats or other usual household pets may be kept by their respective Owners on their respective Lots and within their respective Dwellings, provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health, safety or welfare, or unreasonably disturb the Owner or occupant of any Lot within the Champions Overlook Development; provided, that the Board of Directors may, by adoption of Rules and Regulations (i) prohibit from the Property

animals which are determined by the Board to be dangerous and detrimental to the health, safety or welfare of the Owners; (ii) prohibit any respective pet from traveling on all or any portion of the Common Area; (iii) prohibit animals on the basis of size, weight or type; and (iv) prohibit an excessive number of pets/animals. The Board of Directors shall have the power and authority to determine, in its sole absolute discretion, whether, for the purposes of this Section, a particular animal or bird is a generally recognized household pet, whether such animal or bird endangers the health or unreasonably disturbs the Owner of any Lot or any occupant thereof, or whether the number of animals or birds on any Lot is unreasonable. No pet enclosure shall be erected, placed or permitted to remain on any portion of the Property except as approved herein. Pets shall be under leash at all times when walked or exercised on any portion of the Common Areas, and shall not be permitted to leave droppings on any portion thereof and the Owner of such pet shall immediately remove the same. The Board of Directors shall have the right to fine the Owner or occupant of a Lot for any violations of the foregoing pet restrictions as further provided in the Enforcement section hereof. Any Lot Owner shall be liable to the Association for the cost of clean up or repair of any damage to the Common Areas caused by the pet of such Owner or occupant, and the same shall be added to and become a part of the portion of any assessment next coming due to which such Lot Owner is subject. The Board of Directors may, in its sole discretion, establish an annual pet fee chargeable to those Owners who keep pets within their Lots to defray the cost of maintaining a pet walk area, if any, and to otherwise defray the costs of repairing damages to the Common Areas caused by pets on the Property. Any such pet fee shall be collectible as an assessment pursuant to Article IV hereof.

Section 10. Sale and Leasing of Lots.

A. Any Owner who sells or who leases his Lot shall give written notice to the Board of Directors or its designee of such sale or lease stating the name, address, and telephone number of the purchaser or lessee, the term of the lease, and such other information as the Board may reasonably require. The Board of Directors shall have authority to make and to enforce reasonable Rules and Regulations in order to enforce this provision, including the right to impose fines constituting a lien upon the Lot sold or leased; provided, however, that the right of any Owner to sell, transfer, or convey the Owner's Lot shall not be subject to any right of first refusal or any similar restriction in favor of the Association under the provisions of this Declaration. Notice, as required herein, shall be given, in the case of a lease, not later than fifteen (15) days prior to commencement of the lease and, in the case of a sale, not later than the closing of the sale. Failure to provide notice as required herein shall constitute a violation of this Declaration.

B. "Leasing", for purposes of this Declaration, is defined as regular occupancy of a Lot by any person other than the Owner, with or without a written lease agreement, for which the Owner, any relative of the Owner or any other agent of the Owner receives any consideration or benefit, including, but not limited to, a fee, service, or gratuity. Lots may be leased only in their entirety; no fraction or portion may be leased; provided, however, that an Owner may lease a portion of his Lot if the Lot Owner is also to occupy the Lot on a fulltime basis. There shall be no subleasing of Lots or assignment of leases. No transient tenants may be

accommodated on a Lot. No Lot may be leased by an Owner who has a past due balance on any assessment account for any Lot in Champions Overlook, or who is in violation of the Declaration, the Bylaws or the Rules and Regulations. All leases shall be in writing. Except as otherwise permitted by the Board, all leases must be for a minimum term of six (6) months; provided, however, that this requirement shall not apply in situations where the Lot Owner is also to occupy the Lot on a fulltime basis. The Owner must make available to the tenant copies of the Declaration, Bylaws, and the Rules and Regulations.

C. Each lease of a Lot in the Champions Overlook Development shall contain the following express terms, but if not included in the lease, these terms shall be deemed to be incorporated into such lease by the existence of this covenant. Any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and to the incorporation of this language into such lessee's lease with the Lot Owner:

(i) Lessee agrees to be personally obligated for the payment of all fines and other charges which become due as a consequence of Lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the Rules and Regulations adopted pursuant thereto. The above provisions shall not be construed to personally obligate the Lessee for assessments levied against the Owner for annual assessments, special assessments or specific assessments and shall not be construed to release the Owner from any obligation, including the obligation for assessments or any other charges assessed against their Lessees for which he or she would otherwise be responsible.

Notwithstanding the foregoing, upon the failure of an Owner to pay any assessments, fines or other charges due to the Association hereunder, Lessee shall, upon request by the Association, pay to the Association all rents and other charges payable to Lessor under the Lease. All such payments made by the Lessee to the Association shall reduce, by the same amount, Lessee's obligation to make monthly rental payments to Lessor. It shall be the responsibility of the Association and not of the Lessee to account to the Lessor for funds actually received by the Association from the Lessee.

(ii) Lessee agrees to abide and comply with all provisions of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto. Lessee shall control the conduct of all other occupants and guests of the Lessee at the Development, in order to assure compliance with the foregoing. The Owner acknowledges he or she is responsible for all violations, losses and damages caused by his Lessee and Lessee's guests, notwithstanding the fact that such occupants and guests of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, or a Rule or Regulation for which a fine is imposed. Such fine shall be assessed against the Lessee; provided, however, if the fine is not paid by the Lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the Lessee's failure to pay the fine. Unpaid fines constitute a lien against the Lot.

(iii) Any violation of the Declaration, Bylaws, or Rules and Regulations adopted pursuant thereto by the Lessee is deemed to be a violation of the terms of the lease and

authorizes the Owner to terminate the lease without liability and to evict the Lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Lessee for breaches resulting from the violation of the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, including the power and authority to evict the Lessee on behalf of and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof. The Association shall have the authority to enforce all rights under any lease as a third party beneficiary and shall have all rights and remedies set forth herein.

D. Those Owners who obtained title by written instrument recorded prior to the recording date of this Declaration, and who, on the recording date of this Declaration were leasing their Lots, as defined herein, may continue to lease their Lots in accordance with the terms of the Original Declaration; provided, however, that upon the termination, extension, renewal or modification or the current lease, such Owner shall be subject to the provisions of this Section. Notwithstanding anything in this Section to the contrary, only those Owners who were leasing their Lot as of the date of recording of this Declaration and who, within sixty (60) days of the date of such recording, provide to the Board a copy of such lease, shall be considered to be Owners who are leasing their Lots as of the date on which this document is recorded. All Owners of Lots who were not leasing their Lots on the recording date of this Amendment are subject to the provisions of this Section in its entirety.

This Section shall not apply to any leasing transaction entered into by the holder of any First Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

ARTICLE VIII **INSURANCE**

Section 1. Board of Director's Responsibility. The Board, or its duly authorized agent, shall obtain such insurance policies upon the Common Area as the Board deems necessary or desirable in its sole discretion. The named insured on all policies of insurance shall be the Association.

Section 2. Repair and Reconstruction of the Common Area.

A. Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to 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 said period, then the period shall be extended until such

information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

B. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners ultimately responsible for the payment of the policy premium in the same proportion an Owner's assessment bears to the Association's budget. 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 cost of repair, such excess shall be deposited to the benefit of the Association.

Section 3. Lot Owner's Responsibility. By virtue of taking title to a Lot, each Owner of a Lot covenants and agrees with all other Owners and with the Association to carry all risk casualty insurance in an amount sufficient to cover the full replacement cost of all Improvements on the Lot. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of any Structure located on a Lot, he or she shall proceed promptly to repair or reconstruct the damaged Structure in a manner consistent with the aesthetic appearance and quality of the original construction. In the event that any Dwelling is totally destroyed or rendered uninhabitable or unusable and the Owner thereof determines not to rebuild or reconstruct, then that Owner shall clear that Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. In the event that any Dwelling is totally destroyed or rendered uninhabitable or unusable and the Owner thereof determines to rebuild or reconstruct, then such Owner shall repair or rebuild such Lot to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, sub-division, building, and other governmental regulations. All such work of repair and construction, as identified herein, shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion within a reasonable time.

ARTICLE IX **OBLIGATIONS TO MORTGAGEES**

The following provisions are for the benefit of holders, insurers, or guarantors of Mortgages in Champions Overlook. Where indicated, these provisions apply only to "Eligible Mortgage Holders", as herein defined. In the event of any conflict between other provisions in the Declaration, or in any other Governing Document of the Association and the following provisions, the latter shall control.

Section 1. Notice of Default. The Association shall be obligated to notify each Eligible Mortgage Holder of any First Mortgage encumbering a Lot of any default by the Owner of such Lot in the performance of any of such Owner's obligations (including failure to

pay assessments as and when due) under this Declaration or any other Governing Document of the Association which is not cured within thirty (30) days of such default. Each Owner hereby consents to such notification to any such Eligible Mortgage Holder by the Association.

Section 2. Notice of Meetings. Written notice by the Association shall be sent to all Eligible Mortgage Holders of First Mortgages on Lots located within the Development setting forth the purpose of the meeting, not less than thirty (30) days in advance of any meeting being called for the purpose of amending, extending or renewing any of the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association. No such amendment, extension or renewal shall materially alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to any Eligible Mortgage Holder unless such Eligible Mortgage Holder shall consent thereto in writing. Further, no such amendment, extension or renewal shall change the ratio for levying and collecting assessments as provided in Article IV hereof without the written consent of the holder of any Mortgage encumbering any Lot affected thereby.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement.

A. The Association or the Architectural Control Committee shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by the Architectural Control Committee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restrictions contained in this Declaration within ten (10) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

C. Should the Association employ legal counsel to enforce any of the Governing Documents of the Association, all costs incurred in such enforcement, including reasonable fees for counsel, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of the Governing Documents is essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of

damages and the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach. Further, in the event of any failure to comply strictly with the Governing Documents of the Association, then, in addition to the foregoing remedies, the Board of Directors of the Association may, after ten (10) days written notice is given to cease and desist from such violation or breach, levy summary charges or fines against the Lot Owner for such violation or breach an amount which the Board, in its sole discretion, determines to be reasonable under the circumstances. Each day or time a violation is continued or repeated after ten (10) days written notice is given to the Owner to cease and desist shall be considered a separate violation. Collection of summary charges may be enforced against an Owner as if such charges were a common expense owed by the Owner involved, and collected in the same manner as assessments pursuant to Article IV of this Declaration.

D. No delay, failure or omission on the part of the Association or any aggrieved Owner in exercising any right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, shall bar or effect its exercise or enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach of the provisions of the Governing Documents, however long continued, or for adopting provisions which may be deemed unenforceable.

Section 2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Annexation. The Developer may annex additional lands to this Declaration and to the jurisdiction of the Association without written consent of the Eligible Mortgage Holders of mortgages on Lots located within the Development.

Section 4. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be extended for successive periods of ten (10) years each, upon the vote of at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period.

Section 6. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions,

reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 7. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Developer shall be in writing and shall be addressed to: Landbank Development Corporation, 11940 Alpharetta Highway, Suite 110, Alpharetta, Georgia 30004, or at such different address as disclosed in a written notice of change of address furnished to all Owners. Any Owner may designate a different address for notices to him by giving written notice to the Developer. Notices addressed as above shall be deemed delivered upon mailing by United States Registered or Certified Mail, Return Receipt Requested, or when delivered in person.

Section 8. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) if such amendment is required to obtain the approval of this declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration. Further, this Declaration may be amended unilaterally at any time and from time to time by the Developer for any other reason which the Developer in its sole discretion deems appropriate until such time as ninety percent (90%) of the Lots to be developed or constructed on the Property have been sold by the Developer. At such time as One Hundred Percent (100%) of the Lots to be developed or constructed on the Property have been sold by the Developer, this declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the Owner of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Section 9. No Liability. Developer has used its best efforts and acted with due diligence in connection with the preparation and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Developer shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Developer shall have no such liability. Approval of any Structure by the Architectural Control Committee is limited to the aesthetics of style, color, materials, texture, and general streetscape appearance and therefore in no way is a certification that the Structure has been built in accordance with any governmental rule or regulation, or that the Structure complies with sound building practice of design. Proper location on a specific Lot of the Structure, or any appurtenances (fences, pools, etc.) with regard to setbacks, easements, or any other restriction is the sole responsibility of the builder and/or owner.

IN WITNESS WHEREOF, Developer and Current Owner have caused this declaration to be executed in their names and the day and year first above written.

Signed, sealed and delivered
in my presence this ____ day of
_____, 2001.

DEVELOPER AND OWNER:
LANDBANK DEVELOPMENT
CORPORATION
a Georgia corporation

Witness

By: _____
Roger Festa, President

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 544 and 545 of the 2nd District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

FOR A POINT BEGINNING, commence at the common intersection of Land Lots 536, 537, 544 and 545 of the 2nd District, 2nd Section, Fulton County, Georgia; THENCE run South 89 degrees 54 minutes 24 seconds East along the south line of Land Lot 537 a distance of 120.00 feet to a point; THENCE run South 00 degrees 14 minutes 19 seconds West a distance of 107.20 feet to a point marked by a 10 foot hickory tree; THENCE run North 89 degrees 45 minutes 41 seconds West a distance of 25.00 feet to a point; THENCE run South 36 degrees 44 minutes 40 seconds West a distance of 75.50 feet to a point; THENCE run South 06 degrees 51 minutes 28 seconds West a distance of 306.63 feet to a point; THENCE run South 11 degrees 18 minutes 34 seconds West a distance of 218.78 feet to a point; THENCE run North 82 degrees 05 minutes 34 seconds West a distance of 179.12 feet to a point; THENCE run South 74 degrees 44 minutes 42 seconds West a distance of 97.38 feet to a point; THENCE run North 14 degrees 58 minutes 00 seconds West a distance of 228.08 feet to a point; THENCE run South 89 degrees 22 minutes 26 seconds East a distance of 352.54 feet to a ½ inch rebar on the common land lot line of said Land Lots 545 and 544; THENCE run North 00 degrees 57 minutes 27 seconds East a distance of 471.32 feet to the POINT OF BEGINNING.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 545, 546 and 547 of the 2nd District, 2nd Section of Fulton County, Georgia and being more particularly described as follows:

FOR A POINT OF BEGINNING, commence at a point beginning the intersection of the easterly Right-of-Way of Hopewell Road (60 feet R/W) and the northerly line of Land Lot 547; THENCE along said Land Lot Line and running North 89 degrees 51 minutes 28 seconds East a distance of 217.37 feet to a point being the Land Lot Corner common to Land Lots 534, 535, 546 and 547; THENCE along the northerly line of Land Lot 546 and running South 89 degrees 19 minutes 11 seconds East a distance of 1320.14 feet to a point being the Land Lot Corner common to Land Lots 535, 536, 545 and 546; THENCE along the northerly line of Land Lot 545 and running South 89 degrees 19 minutes 36 seconds East a distance of 1339.25 feet to a point being the Land Lot Corner common to Land Lots 536, 537, 544 and 545; THENCE along the easterly line of Land Lot 545 and running South 00 degrees 57 minutes 27 seconds West a distance of 471.32 feet to a point; THENCE leaving said Land Lot Line and running North 89 degrees 22 minutes 26 seconds West a distance of 2766.01 feet to a point on the easterly Right-of-Way of aforementioned Hopewell Road (60' R/W); THENCE along said Right-of-Way and running North 12 degrees 17 minutes 43 seconds West a distance of 482.98 feet to the POINT OF BEGINNING. Said tract containing 30.601 acres.

EXHIBIT "B"
LANDSCAPING

EXHIBIT "C"
FENCING

Black Board Fence – same as entrance or per attached EGIS system.

EXHIBIT "D"
MAILBOXES & LAMP POSTS