



Coca Lake Covenants

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COCA LAKE

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GEORGIA HARRIS COUNTY
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COCA LAKE
STATE OF GEORGIA

COUNTY OF MUSCOGEE

THIS DECLARATION made this 18th day of February, 1988 by GEORGE C. WOODRUFF CO., a Georgia Corporation, SCHUSTER ENTERPRISES, INC., a Georgia corporation, and FRANK D. FOLEY, III, a resident of Muscogee County, Georgia (hereinafter collectively called the "Declarant");

WITNESSETH:

WHEREAS, the Declarant is the owner of the property described in Exhibit "A" attached hereto and, by reference, made a part hereof and desires to create thereon an exclusive residential community having certain amenities for the use and benefit of all property owners within such community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of the amenities; and, to this end, desires to subject the property described in Exhibit "A", together with such additions as may hereafter be made pursuant to Article II hereof, to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set forth, each of which is intended for the benefit of said property and each owner of any part thereof; and

WHEREAS, the Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which can be delegated and assigned the power and authority of maintaining and administering the amenities, administering and enforcing the covenants governing same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter provided; and

WHEREAS, the Declarant has caused to be incorporated under the laws of the State of Georgia a non-profit corporation known as Coca Lake Homes Association, Inc. for the purpose of exercising the functions aforesaid and which are hereinafter more fully set forth;

NOW, THEREFORE, the Declarant hereby declares that the property described in Exhibit "A" attached hereto and, by reference, made a part hereof and such additions thereto as may hereafter be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, affirmative obligations, charges and liens (hereinafter sometimes referred to as the "Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words and terms when used in this Declaration or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (a) "Apartment Plot" shall mean and refer to any improved or unimproved parcel of land within the Properties which is used or intended for use as a site for one or more buildings each containing one or more Apartment Units and which is shown on any recorded plat of any part of the Properties.
- (b) "Apartment Unit" shall mean and refer to a designated part of a building located on an Apartment Plot which part is used or intended for use as a dwelling for a single family.
- (c) "Association" shall mean and refer to Association of Coca Lake Homeowners, Inc., a Georgia non-profit corporation, its successors and assigns.
- (d) "Association Properties" shall mean and refer to all property and improvements thereon, if any, now or hereafter owned, leased, or in the possession of the Association including but not limited to, that property which is designated Association Properties on the plat of survey referred to in Exhibit "B" attached hereto and, by reference, made a part hereof, which exhibit contains a legal description of the Association Properties to be owned by the Association at the time of the conveyance of the first Lot shown on said plat of survey to an owner for purposes of residential occupancy. All Association Properties are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests of the Owners, persons occupying residential accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Association's

Board of Directors) subject to the published rules and regulations adopted by the Association's Board of Directors; provided, however, that any property leased by the Association shall lose its character as Association Properties upon the expiration of such lease.

(e) "Condominium Plot" shall mean and refer to any improved or unimproved parcel of land located within the Properties which is used or intended for use as a site for one or more buildings each containing one or more Condominium Unit and which is shown on any recorded plat of any part of the Properties.

(f) "Condominium Unit" shall mean and refer to a condominium unit as defined in the Georgia Condominium Act.

(g) "Declarant" shall mean and refer to George C. Woodruff Co., a Georgia corporation, Schuster Enterprises, Inc., A Georgia corporation and Frank D. Foley, III a resident of Muscogee County, Georgia, collectively, the persons executing this Declaration, or (2) any successor-in-title to said persons to all or some portion of the property then subject to this Declaration; provided, however, that such successor-in-title shall acquire such property for purposes of development or sale; and, provided further, that in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; or (3) should any of the property subject to this Declaration become subject to a first mortgage given by "Declarant" as security for the repayment of a loan, then all of the rights, privileges and options herein reserved to "Declarant" shall inure to the benefit of the holder of such mortgage upon becoming the owner of all the property then subject thereto through whatever means or the purchase of all such property at a judicial or foreclosure sale made pursuant to any power of sale contained in such mortgage; provided, however, that all rights, privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title of any such acquirer of title to such property, provided any such successor-in-title shall acquire, for the purpose of development or sale all or some portion of such property; and, provided further, that in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance. In the event that persons specified in both (2) and (3) above become entitled to succeed to the interests of "Declarant" as therein provided, then, as between such persons, any person entitled to be "Declarant" by virtue of (3) above, shall be "Declarant" instead of any person entitled to be Declarant by virtue of (2) above.

(h) "Living Unit" shall mean and refer to any Single Family Residence, Condominium Unit, or Apartment Unit.

(i) "Lot" shall mean and refer to any Single Family Plot, Apartment Plot, or Condominium Plot.

(j) "Member" shall mean and refer to all those persons who are members of the Association as provided for in Article III, Section 1, hereof.

(k) "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt including, but not limited to, security deeds, loan deeds and deeds to secure debt.

(l) "Mortgagee" shall mean and refer to the holder of record, whether it be one or more persons, of a mortgage.

(m) "Owner" shall mean and refer to the record owner, whether it be one or more persons, of fee simple title to any real property situated within the Properties excluding, however, the Association and those persons having such interest merely as security for the performance of an obligation.

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

(o) "Properties" shall mean and refer to the property described in Exhibit "A" attached hereto and, by reference, made a part hereof and such additions thereto as may be made pursuant to Article II hereof.

(p) "Single Family Plot" shall mean and refer to any improved or unimproved parcel of land located within the Properties which is used or intended for use as a site for a Single Family Residence and which is shown on any recorded plat of any part of the Properties.

(q) "Single Family Residence" shall mean and refer to a structure (attached or detached) which is used or intended for use as a dwelling for a single family.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1.

Property Hereby Subjected to this Declaration. The property which is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to these Covenants consists of that which is described in Exhibit "A" attached hereto and, by reference, made a part hereof.

Section 2.

Additions to the Properties. Additional property may become subject to this Declaration in the following manner: (a) Additions by the Declarant as a Matter of Right. The Declarant, its successors or assigns, shall have the right, without consent of the Association, at any time or times on or before December 31, 2003, to bring within the scheme of this Declaration and make a part of the Properties all or any portion of the property described in Exhibit "C" attached hereto and, by reference, made a part hereof not theretofore made a part of the Properties; provided, however, that such annexation shall require the prior written determination of the Veterans Administration as being in accordance with the general plan of development attached hereto as Exhibit "D" and, by reference, made a part hereof or such other general plan of development as may be approved by the Veterans Administration; and provided further that, should the Declarant, its successors or assigns, elect not to subject such property or any part thereof to the scheme of this Declaration, the Declarant, its successors or assigns, shall not be obligated to imposed any covenants thereon or if any covenants are imposed thereon, shall not be obligated to make such covenants the same as or similar to the Covenants contained herein. Notwithstanding anything contained herein which might be otherwise interpreted to produce a contrary result, this Declaration does not create any charge, lien, or any other encumbrance or restriction on or affect in any way the title to any property other than that which is described in Exhibit "A" attached hereto and, by reference, made a part hereof. The additions authorized under this sub-section shall be made by filing of record one or more Supplementary Declarations with respect to the additional properties, executed by the Declarant, its successors or assigns, which shall extend the scheme of the Covenants contained herein to such properties and thereby subject such additions to assessment for their just share of the Association expenses. Said Supplementary Declarations may contain such complementary additions and modifications of the Covenants contained herein as may be necessary to reflect the different character of the additional properties (i.e., single family attached residences, patio homes, townhouses, condominium residences, apartments and commercial facilities) and as are not inconsistent with the scheme of this Declaration; provided, however, that improvements constructed or to be constructed on such additional properties shall be of comparable or higher quality construction and aesthetically compatible in terms of architectural style with the improvements constructed or to be constructed on the property described in Exhibit "A" attached hereto. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the Covenants established by this Declaration regarding the property, described in said Exhibit "A". (b) Additions Pursuant to Association Approval. Upon approval in writing of the Association pursuant to a vote of its Members and upon compliance with such terms and conditions as may be imposed by the Association pursuant to such vote, the owner of any property, other than that which may be subjected to the scheme of this Declaration by the Declarant, its successors or assigns, as a matter of right, who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration as described in subsection (a) above except that each such Supplementary Declaration shall

be executed jointly by the owner of the property thus being added and the Association. Notwithstanding the foregoing, improvements constructed or to be constructed on such additional properties shall be of comparable or higher quality construction and aesthetically compatible in terms of architectural style with the improvements constructed or to be constructed on the property described in Exhibit "A" attached hereto. Approved by the Association shall require the assent of two-thirds (2/3) of the votes of each class of Members of the Association voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting. The quorum required for such meeting shall be the presence thereof of Members and/or proxies entitled to cast sixty percent (60%) of the votes of each class of Members of the Association. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirements set forth herein, and the required quorum at any such subsequent meeting shall be forty percent (40%) of the votes of each class of Members of the Association; provided, however, that no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 3.

Additional Owners to Become Members. Upon the filing of any Supplementary Declaration as provided for in Section 2 of this Article II, the owners of such property shall become members of the Association and, subject to the provisions of Article III hereof, such owners and their successors in title shall thereby acquire with respect to such property, the rights and privileges granted herein to Members of the Association.

Section 4.

Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants contained herein within the Properties, together with the covenants and restrictions established upon any other properties as one plan. Except as hereinafter provided, no such merger or consolidation shall effect any revocation, change of or addition to the Covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective, however, unless first approved by the Association's Board of Directors and by Members entitled to cast at least two-thirds (2/3) of the votes of each class of members.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1.

Membership. The membership of the Association shall consist of (a) every record Owner, whether it be one or more persons, of fee simple title to any real property situated within the Properties excluding, however, the Association and those persons having such interest merely as security for the performance of an obligation, and (b) the Declarant subject to the following provisions of this Article III. Membership shall be appurtenant to and may not be separated from ownership of such real property, which ownership shall be the sole qualification for membership.

Section 2.

Voting Rights. Subject to the following provisions of this Section 2, the Association shall have two classes of voting membership: Class "A" and Class "B". CLASS "A": Class "A" Members shall be all those Owners of Single Family Plots, Condominium Units, and Apartment Plots with the exception of the Declarant (except as set forth under Class "B" membership provisions below). A Class "A" Member shall be entitled to one vote for each Single Family Plot, Condominium Unit, and Apartment Unit which he owns. CLASS "B": The Class "B" Member shall be the Declarant. The Class "B" member shall be entitled to three votes

for each Single Family Plot, Condominium Unit, and Apartment Unit which it owns. The Class "B" membership shall cease and be converted to Class "A" membership upon the first of the following events to occur: (a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership unless (1) the Declarant at that time has the right to annex additional property pursuant to Article II, Section 2(a), of the Declaration sufficient in quantity that, if annexed, the votes of the Class "B" member would exceed those of the Class "A" members, and (ii) the Declarant evidences its intent to exercise such right within a reasonable time thereafter by filing with the Association and the Veterans Administration an affidavit to that effect, (b) abolishment by the Declarant of its Class "B" membership evidenced by written notice thereof delivered to the Association, or (c) December 31, 2003. The aggregate vote of all Members cast in respect of Apartment Units shall not exceed forty-nine percent (49%) of the total vote cast on any matter pending before the Association, and the votes allocated to Apartment Units owned by Class "A" Members and Class "B" Members as provided above shall be reduced pro-rata to the extent necessary to comply with this limitation. When any property entitling the Owner to membership as a Class "A" member of the Association is owned of record by other than a single natural person, the person entitled to cast the vote for such property shall be designated by a certificate signed by the record owner or owners of such property and filed with the Secretary of the Association. Each such certificate shall be valid until revoked, superseded by a subsequent certificate or a change occurs in the ownership of such property. The votes of the Members shall be cast under such rules and procedures as may be prescribed in this Declaration or in the ByLaws of the Association, as amended from time to time, or by law.

ARTICLE IV

PROPERTY RIGHTS IN THE ASSOCIATION PROPERTIES

Section 1.

Easements of Enjoyment. Subject to the provisions of these Covenants, the rules and regulations of the Association and any fees or charges established by the Association, all Members of the Association, their families, guest of the Members, persons occupying residential accommodations of Members on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Association's Board of Directors) subject to the published rules and regulations adopted by the Association's Board of Directors, shall have an easement of enjoyment in and to the Association Properties and such easement shall be appurtenant to and shall pass with the title to every Member's lot.

Section 2.

Title to Association Properties. The Declarant may retain legal title to the Association Properties described in Exhibit "B" attached hereto and, by reference, made a part hereof until the first conveyance of a Lot shown on the plat of survey referred to therein by the Declarant to an Owner for purposes of residential occupancy. Prior to or simultaneously with such conveyance, the Declarant shall convey said Association Properties to the Association free and clear of all liens and encumbrances together with all improvements thereon which must then be fully completed. If, as and when additional property is subjected to the scheme of this Declaration pursuant to Article II hereof, the Owner thereof shall, prior to or simultaneously with the first conveyance of a Lot contained therein to an Owner for purposes of residential occupancy, convey all Association Properties comprising a part of such additional property to the Association free and clear of all liens and encumbrances together with all improvements thereon which must then be fully completed.

Section 3.

Extent of Easements. The rights and easements of enjoyment in and to the Association Properties created hereby shall be subject to the following:

(a) The right of the Declarant to the exclusive use of portions of the Association Properties reasonably required, convenient or incidental to, the improvement and sale of Lots including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such right of the Declarant may

be delegated by it to developers and builders having an interest in the Properties, shall be exercised so as to avoid any unnecessary inconvenience to or infringement upon the rights of others and shall continue until such time as such persons no longer own any Lot primarily for the purpose of sale or December 31, 2003, whichever shall first occur, without affecting any Member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any Member's Lot in favor of the Association;

(b) The right of the Association to borrow money for the purpose of improving the Association Properties and, with the prior written approval of Members entitled to cast at least three-fourths (3/4) of the votes of each class of Members or holders of at least three-fourths (3/4) of all first mortgages secured by Lots, to mortgage or otherwise burden or encumber said Association Properties;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Association Properties against foreclosure;

(d) The right of the Association to suspend the voting rights and right to use any Association recreational facilities of any Member for any period during which any such Member's assessment remains unpaid, and for a period not to exceed 60 days for any infraction by such Member of its published rules and regulations;

(e) The right of the Association to charge reasonable admission and other fees for the use of any Association recreational facilities;

(f) The right of the Association to abandon, partition, subdivide, sell, dedicate or transfer all or any part of the Association Properties for such purposes and subject to such conditions as may be agreed to by the Members entitled to vote thereon, provided that no such abandonment, partition, subdivision, sale, dedication or transfer, determination as to the purposes or as to the condition thereof, shall be effective unless first approved in writing by Members entitled to cast at least three-fourths (3/4) of the votes of each class of Members, holders of at least three-fourths (3/4) of all first mortgages secured by Lots and, in the case of a dedication, the Veterans Administration; and

(g) The right of the Association to grant such easements and rights of way to such utility companies or public agencies or authorities as it shall deem necessary or desirable for the proper servicing and maintenance of the Association Properties or other property.

ARTICLE V

ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants and each Owner shall by acceptance of a deed, whether or not it shall be so expressed in such deed, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association:

(a) annual assessments or charges; and (b) special assessments or charges for the purposes set forth in Section 4 of this Article V, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on the property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment first became due and payable. In the case of co-ownership of such property, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. Should the Association employ an attorney to collect any assessment, it shall be entitled to collect in addition thereto all costs of collection including reasonable attorney's fees.

Section 2.

Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the acquisition, improvement, maintenance, and operation of the Association Properties; payment for

services which the Association is authorized to provide including, but not limited to, taxes and insurance on the Association Properties, construction of improvements on the Association Properties, and repair, replacement and additions to the Association Properties; payment of the cost of labor, equipment, materials, management and supervision necessary to carry out its authorized functions; payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions; establishment and maintenance of an adequate reserve fund for maintenance, repairs and replacement of those portions of the Association Properties that must be replaced on a periodic basis; and other charges as may be required by this Declaration or that the Association or its Board of Directors shall determine to be necessary to meet the primary purposes of the Association. Special assessments shall be used for the purposes set forth in Section 4 of this Article V. Notwithstanding the levy of annual or special assessments as aforesaid, the Association shall be entitled to charge a reasonable user's fee for recreational facilities comprising a part of the Association Properties. First mortgagees of Single Family Plots, Apartment Plots, and Condominium Units and the first mortgagee, if any, of the Association Properties may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Association Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Association Properties and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Each Owner shall be responsible for his own return of taxes on his Lot and for the payment of all taxes and governmental assessments, if any, assessed thereon by the taxing authorities.

Section 3.

Annual Assessments. Until the year beginning January 1, 1989, the annual assessment shall not exceed \$250.00 per Living Unit. From and after January 1, 1989, the maximum annual assessment shall be increased automatically, effective January 1st of each year, to the greatest of (i) one hundred five percent (105%) of the maximum annual assessment for the preceding year and (ii) an amount determined by increasing the original maximum annual assessment specified herein in conformance with the rise, if any, of the numerical rating for the preceding month of June above such rating for June, 1987, as established by the Atlanta, Georgia, Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items, United States (published by the Department of Labor, Washington, D.C.), the successor thereto or other comparable price index should that described herein be discontinued or no longer made available to the Association. The method of computation to be employed when using the Consumer Price index referred to above shall be as follows: The Consumer Price Index numerical rating for the month of June, 1987, is 334.9. This will be the base rating. To determine the adjustment percentage to be applied for any subsequent year, divide this base rating (334.9) into the numerical rating established by the Consumer Price Index for the month of June preceding the proposed assessment year. The adjustment percentage shall be multiplied by the original maximum annual assessment specified herein to obtain the amount referred to in clause (ii) of the preceding paragraph. From and after January 1, 1989, the maximum annual assessment for any succeeding year may be increased above that established by the above described formula provided that any such increase shall have the assent of at least two-thirds (2/3) of the votes cast by each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The Association's Board of Directors shall, after consideration of current costs and future needs of the Association, fix the actual annual assessment for any particular year at an amount not to exceed the applicable maximum annual assessment. However, if the Board of Directors should fix such annual assessment at an amount less than the maximum annual assessment and it is subsequently determined by the Board that the amount assessed will not be sufficient, the Board shall

have the power to make supplemental annual assessments but in no event shall the sum of the initial and supplemental annual assessments in any one year exceed the applicable maximum. Should the Board of Directors fail to fix the annual assessment for any particular year, the prior years assessment shall be continued automatically until such time as the Board shall act.

Section 4.

Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Section 3 hereof, the Association's Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of: construction or reconstruction on the Association Properties; unexpected maintenance, repair or replacement of the Association Properties and capital improvements thereon, if any, including the necessary fixtures and personal property related thereto; additions to the Association Properties; necessary facilities and equipment to offer the services authorized herein; and repayment of any loan made to the Association to enable it to perform the duties and functions authorized herein; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes cast by each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. Such special assessments in any one year may not exceed a sum equal to the amount of the annual assessment for such year except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss and may not be used to fund the reserve for maintenance, repairs or replacement of those portions of the Association Properties that must be replaced on a periodic basis.

Section 5.

Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided for in Sections 3 and 4 of this Article V, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of Members shall constitute a quorum. If the required quorum is not forthcoming at the first meeting called, not more than two subsequent meetings may be called, subject to the notice requirements set forth in said Sections 3 and 4, and the required quorum at any such 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 60 days following the preceding meeting.

Section 6.

Rate of Assessment. Unless otherwise expressly provided herein or in any Supplemental Declaration regarding property of a different character, both annual and special assessments shall be fixed at a uniform rate for each Living Unit; provided however, if different types of Living Units derive different benefits from the Association (i.e., some Living Units are served by a community sewage system owned and operated by the Association while other Living Units are served by individual septic tanks), the assessment for each type of Living Unit may be different to reflect the cost of such different benefits, but within each type the assessment must be uniform; provided further, differences in the benefits derived by Living Units relating to location on or proximity to lakes and ponds shall not be a valid basis for different assessments. Any amendment to this Declaration for the purpose of changing the method of determining assessments shall require, in addition to the requirements set forth in Article XI, Section 2, hereof, the prior written approval of holders of at least three-fourths (3/4) of all first mortgages secured by Living Units.

Section 7.

Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article V shall be established on a calendar year basis and shall commence as to all Living Units on the first day of the month following the date upon which the Lot upon which a Living Unit has been or is to be constructed is subjected to this Declaration; provided, however, the annual assessment for each such Living Unit on which construction is not substantially complete or which is not occupied shall be reduced by seventy-five percent (75%) until the first day of the year following substantial completion of the

improvements constituting the Living Unit and occupancy thereof. Each such annual assessment shall be adjusted according to the number of months remaining in the calendar year. Each such adjusted assessment shall be paid by the Owner to the Association within ten days after the date on which such assessment shall have commenced unless otherwise provided by the Association's Board of Directors. Thereafter, the Board of Directors shall fix the amount of the annual assessment and send written notice of same to every Owner subject thereto at least 30 days in advance of each annual assessment period. Unless otherwise provided by the Board of Directors, the annual assessment for each Living Unit shall become due and payable in full within ten days after the first day of January of each year and shall be paid to the Association when due without further notice from the Association. The due date of any special assessment shall be fixed in the resolution authorizing such special assessment. The Association shall, within five days after written request therefore, furnish to any Member liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Association's Board of Directors, may be made for the issuance of such certificates. Any such certificate shall be conclusive evidence, against all but the Member, of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: The Personal Obligation of the Owner; The Lien; Remedies of The Association.

(a) If an assessment is not paid on or before the date when due (being the dates specified in Section 7 hereof, unless otherwise provided by the Board of Directors), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Single Family Plot or Apartment Plot upon which the Living Unit with respect to which the assessment is made has been or is to be constructed or the Condominium Unit with respect to which the assessment is made, as the case may be, which shall bind such Single Family Plot, Apartment Plot, or Condominium Unit in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the Member who owns such Single Family Plot, Apartment Plot, or Condominium Unit to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If such successors in title assume such Member's personal obligation such Member shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such Member and such successors in title assuming such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Member and such successors in title creating the relation of principal and surety as between themselves.

(b) If an assessment is not paid within 30 days after the due date, such assessment shall bear interest from said due date at the rate of twelve percent (12%) per annum, and the Association may bring legal action against the Member personally obligated to pay the same or foreclose its lien against such Member's Single Family Plot, Apartment Plot, or Condominium Unit, as the case may be, against which the assessment was made, in which event, interest, costs and reasonable attorney's fees shall be added to the amount of such assessments as may then be due. Each Member, by his acceptance of a deed to his Single Family Plot, Apartment Plot, or Condominium Unit, vests in the Association the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The lien provided for in this Article V shall be in favor of the Association and shall be for the benefit of all other Members. The Association, acting on behalf of the Members, shall have the power to bid in the Single Family Plot, Apartment Plot, or Condominium Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties and facilities or by abandonment of his Single Family Plot, Apartment Plot, or Condominium Unit.

(c) If an assessment is not paid on or before the date when due, the Association may also suspend the voting rights and right to use any Association recreational facilities of the delinquent Member. Any such suspension shall not

affect such Member's obligation to pay assessments 'coming due during the period of such suspension and shall not affect the permanent charge and lien on such member's Single Family Plot, Apartment Plot, or Condominium Unit in favor of the Association.

Section 9.

Subordination of the Charges and Liens to Mortgages.

(a) The lien of the assessments and charges provided for herein (annual, special or otherwise) is hereby made subordinate to the lien of any first mortgage placed on the Single Family Plots, Apartment Plots, or Condominium Units subject to assessment if, but only if, all assessments and charges with respect to such Single Family Plots, Apartment Plots, or Condominium Units authorized herein having a due date on or prior to the date such mortgage is filed for record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged Single Family Plot, Apartment Plot, or Condominium Unit pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged Single Family Plot, Apartment Plot, or Condominium Unit pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged Single Family Plot, Apartment Plot, or Condominium Unit of his personal obligation to pay all assessments and charges coming due at a time when he is the owner of such Single Family Plot, Apartment Plot, or Condominium Unit; shall not relieve such Single Family Plot, Apartment Plot, or Condominium Unit from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such Single Family Plot, Apartment Plot, or Condominium Unit to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such Single Family Plot, Apartment Plot, or Condominium Unit of any personal obligation, or relieve such Single Family Plot, Apartment Plot, or Condominium Unit or the then owner of such Single Family Plot, Apartment Plot, or Condominium Unit from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

Section 10.

Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) all properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use; and

(b) all Association Properties; provided, however, that no land or improvement devoted to dwelling or commercial use shall be exempt from said assessments, charges and liens.

ARTICLE VI

ADMINISTRATION

Section 1.

Responsibility for Administration. The administration of the property subject to the jurisdiction of the Association, the maintenance, repair, replacement and operation of the Association Properties and facilities and those acts required of the Association by this Declaration shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Association's Articles of Incorporation and By-Laws, as amended from time to time. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect its purposes, and shall be exercised in the manner provided therein.

Section 2.

Management Agreements. The Association may enter into such management agreements as may be necessary or desirable for the administration and operation of the property subject to the jurisdiction of the Association. Such management agreements shall be entered into pursuant to resolution duly adopted by the Association's Board of Directors, each of which shall provide therein: the compensation to be paid; the term thereof which shall not exceed one year, renewable by agreement of the parties for successive one year periods; the termination thereof by either party without cause or payment of a termination fee on 90 days or less written notice; the termination thereof by either party for cause on 30 days written notice; and such other matters as may be agreed upon which are not inconsistent with the terms of this Declaration or the Association's Articles of Incorporation and By-Laws, as amended from time to time. Copies of any management agreement then currently in effect shall be made available for inspection by the Members, each of whom shall be bound by the terms and conditions thereof. Should the Association enter into any management agreement as provided for herein and thereafter, upon the termination or expiration of same, assume self management of the property subject to its jurisdiction, the Association shall provide written notice thereof to each mortgagee of a Single Family Plot, Apartment Plot, or Condominium Unit whose name and address have theretofore been furnished to the Association together with a written request for such notice.

Section 3. Limitation of Liability; Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Association Properties and facilities, the Association shall not be liable for injury or damage caused by any latent condition of the Association Properties and facilities nor for injury or damage caused by the elements, its Members or other persons; nor shall any officer or director of the Association be liable to any Member for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer or director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an officer or director, or any settlement thereof, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE VII INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. Unless otherwise first approved in writing by the holders of at least three-fourths (3/4) of all first mortgages secured by Single Family Plots, Apartment Plots, or Condominium Units, the Association's Board of Directors shall obtain insurance for all insurable improvements on the Association Properties against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full, current replacement cost, less ordinary deductible amounts, of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall also obtain a public liability policy covering all Association Properties and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander caused by the negligence of the Association or any of its agents, which public liability policy shall be at least \$500,000.00 single limit as respects the hazards enumerated herein. Premiums for all such insurance shall be common expenses paid for by the Association.

Section 2. Damage and Destruction.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and settlement of all claims arising under such insurance, obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property and, if such damage or destruction is substantial, provide written notice of same to

each mortgagee having an interest therein whose name and address have theretofore been furnished to the Association together with a written request for such notice. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to subsection (c) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Association's Board of Directors may advertise for sealed bids from and may negotiate with any licensed contractors for such repair or reconstruction and may enter into such contract or contracts for such repair or reconstruction as it may deem necessary or advisable. The contracting party or parties may be required to provide a full performance and payment bond for such repair or reconstruction.

(b) In the event that the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, the Association's Board of Directors shall have the authority to and shall, subject to subsection (c) hereof, levy a special assessment against all Owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Assessments for such purpose may be made, without a vote of the Members, at any time during or following the completion of any repair or reconstruction.

(c) In the event of damage or destruction by fire or other casualty to all or any part of the Association Properties and facilities, such damage or destruction shall be repaired or reconstructed unless within 60 days after such casualty an instrument requesting that the damage or destruction not be repaired or reconstructed is signed by Members of the Association entitled to cast at least eighty percent (80%) of the votes of each class of Members and filed with the Association's Board of Directors, in which event the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, 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 is not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed 120 days after the casualty. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed except that insurance proceeds paid as a result of damage or destruction to all or any part of the Association Properties and facilities shall not be used for other than repair or reconstruction unless otherwise first approved in writing by the holders of at least three-fourths (3/4) of all first mortgages secured by Single Family Plots, Apartment Plots, or Condominium Units.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1.

Construction; Review and Approval. No building, outbuilding, storage shed, pool house, kennel, tree house, pen, gazebo, fence, wall, dock, or other structure, except those provided by the Declarant, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change in or alteration of any of said structures be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the names of the builder, general contractor and all subcontractors have been submitted to and approved by the Association's Board of Directors or by an architectural control committee composed of three or more persons appointed by said Board as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. In the event said Board or its designated committee fails to approve or disapprove such design and location within 30 days after said plans and specifications shall have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. Section 2. Initial Improvements. Notwithstanding the foregoing provisions of this Article VIII, the functions of the Association's Board of Directors or its

designated committee during and with respect to the initial improvement of the Properties and the Association Properties shall be the responsibility of the Declarant.

ARTICLE IX EXTERIOR MAINTENANCE

Section 1. Association Properties. The responsibility for the maintenance, in a neat and attractive condition, of all Association Properties and facilities shall be as prescribed in Article VI of this Declaration.

Section 2. Other Properties. All Properties subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by and at the expense of their respective owners. Such maintenance shall include, but shall not be limited to, painting, staining, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements; provided, however, that any such painting or staining shall be compatible in appearance and quality with the range of colors and materials then existing on other buildings in the neighborhood.

ARTICLE X PROTECTIVE COVENANTS

Section 1.

Land Use and Building Type. No Properties shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Single Family Plot other than one single-family dwelling (detached or attached) not to exceed three stories in height and a private garage for not more than four cars.

Section 2.

Fences. Fences shall be constructed of wood only and shall be finished on both sides. Chain link fences are prohibited unless permitted by the Architectural Control Committee in its discretion. No fence shall be higher than six feet or be erected, placed, altered or allowed to remain on any Lot nearer to any street than the rear corner of the house or building containing Condominium Units or Apartment Units. In addition, but only with respect to Lots adjoining lakes or ponds (Lots 24, 25, 26, 27, and 29 in Block "C" and Lots 1, 2, and 3 in Block "E", as shown on the plat of survey referred to in Exhibit "A" attached hereto), no fence or structure of any kind, other than those which may be approved by the Association's Board of Directors or Architectural Control Committee and boat docks specifically authorized by Section 20 of this Article X, shall be erected, placed, altered or allowed to remain on any such Lots nearer to any lake or pond than the rear setback lines shown on the plat or plats of survey depicting such Lots.

Section 3.

Walls. No wall (excluding a retaining wall) shall be constructed or permitted to remain upon any Lot if it is higher than six feet or if it is constructed of poured concrete, concrete block, concrete brick, cinder block or combination thereof or combined with clay or rock. Clay brick or rock walls will be permitted provided the style, location, height and material have been approved pursuant to Article VIII hereof.

Section 4.

Single Family Residence Cost, Quality and Size. No Single Family Residence shall be permitted on any Single Family Plot at a cost of less than \$50,000 based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this Section to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure of the Single Family Residence, exclusive of one-story open porches and garages, shall not be less than 1,250 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story, using outside dimensions.

Section 5.

Building Location. No building shall be located on any Lot nearer to the front lot line or nearer to the rear lot line or nearer to the side street line than the minimum building setback lines, if any, shown on

and applied according to the rules described in the plat of survey referred to in the instrument subjecting such Lot to the Covenants of this Declaration. The plat of survey applicable to the Lots subjected to the Covenants of this Declaration on the date hereof is referred to in Exhibit "A" attached hereto. Declarant is not required to provide setbacks from side lines or interior lot lines, and may permit construction of apartments, condominiums, single family attached homes, zero lot line homes, patio homes, and cluster homes. For purposes of this Section, eaves, steps, patios and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building, on a Lot to encroach upon another Lot. Section 6.

Single Family Plot Area and Width. No detached Single Family Residence shall be erected or placed on any Single Family Plot having a width of less than 80 feet at the minimum building setback line nor shall any detached Single Family Residence be erected or placed on any Single Family Plot having an area of less than 10,000 square feet. No Lot may be divided into two or more parcels by resubdivision or otherwise.

Section 7.

Easements. Easements for installation and maintenance of utilities, drainage facilities and cable television are reserved as shown on the plat of survey referred to in Exhibit "A" attached hereto and over the rear ten feet of each Lot.

Section 8.

Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9.

Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out- building shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 10.

Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 11.

Oil and Mining Operations; Wells; Pumping From Lakes. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No water wells shall be drilled or maintained on any Lot. No person may pump water from lakes on Association Properties without the consent of the Association.

Section 12.

Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Section 13.

Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 14.

Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and

recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

Section 15.

Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 16.

Streets. All Lots shall be sold with the provision that the city or county may at any time raise or lower the street surfaces and that such action on the part of the city or county shall in no wise be considered as a basis for a claim for damages to the abutting property.

Section 17.

Vehicles. All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance. All motor vehicles, including trail bikes, all terrain vehicles, and motorcycles, shall be driven only upon paved streets and driveways. No motor vehicles shall be driven on pathways or unpaved Association Properties, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Association Properties. Overnight parking of all boats and boat trailers, recreational vehicle, trailers, trucks (excluding unmodified pickup trucks) and related equipment shall be in garages, screened enclosures approved pursuant to Article VIII hereof or stored in such manner as not to be visible from any street.

Section 18.

Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except when properly screened.

Section 19.

Mail Boxes and Newspaper Tubes; Antennae. Only mail boxes and newspaper tubes approved pursuant to Article VIII hereof shall be permitted. No transmitting or receiving antennae (including but not limited to satellite dishes and ham radio antennae) shall be constructed, erected, or allowed to remain on the Properties without the prior, written approval of the Association's Board of Directors or the architectural control committee.

Section 20.

Boat Docks. Private boat docks shall be permitted on Lots adjoining lakes and ponds only in accordance with plans and specifications therefor approved in writing in each case by the Association's Board of Directors or architectural control committee.

Section 21.

Power Boats. The use of gasoline powered motor boats and jet skis is prohibited within the Properties.

Section 22.

Construction and Marketing Activities. So long as the Declarant or any builders are engaged in developing or improving any portion of the Properties, such persons shall be exempted from the provisions of this Article affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model houses. Such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 23.

Additional Protective Covenants. Additional protective covenants may be set forth with respect to property in the plat of survey referred to in the instrument subjecting such property to this Declaration.

ARTICLE XI GENERAL PROVISIONS

Section 1.

Duration. The Covenants contained herein shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date on which this Declaration is filed for record in the Office of the Clerk of the Superior Court of Harris County, Georgia. Thereafter, said Covenants shall be renewed and extended automatically for successive periods of 10 years each unless, during the last year of any particular term, an instrument in opposition to any such automatic renewal and extension is signed by at least three-fourths (3/4) of the Class "A" Members and recorded in the Office of the Clerk of the Superior Court of Harris County, Georgia, in which event the Covenants shall expire at the end of the then current term. Written notice of any proposal to not renew and extend the Covenants shall be given to each mortgagee of a Lot whose name and address have theretofore been furnished to the Association together with a written request for such notice.

Section 2.

Amendments. This Declaration may be amended at any time during the initial 20 year term hereof by an instrument signed by at least nine-tenths (9/10) of the Class "A" Members, and thereafter by an instrument signed by at least three-fourths (3/4) of the Class "A" Members, and recorded in the Office of the Clerk of the Superior Court of Harris County, Georgia. During the existence of the Class "B" membership, any amendment of this Declaration shall require, in addition, the prior written approval of the Class "B" Member and the Veterans Administration. Should any proposed amendment alter materially the Covenants contained herein, written notice thereof shall be given to each mortgagee of a Single Family Plot, Apartment Plot, or Condominium Unit whose name and address have theretofore been furnished to the Association together with a written request for such notice. Notwithstanding the foregoing, amendments to this Declaration for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity authorized to fund or guarantee mortgages on Single Family Plots, Apartment Plots, or Condominium Units within a planned unit development, as such requirements may exist from time to time, may be effected by the execution thereof by all directors of the Association and the recording of same in the office of the Clerk of the Superior Court of Harris County, Georgia.

Section 3.

Notices. Any notice required to be sent to any Owner or mortgagee pursuant to any provision of this Declaration or the Association's By-Laws may be served personally or by depositing such notice in the mails, postage prepaid, addressed to the Owner or mortgagee to whom it is intended at his last known place of residence or business, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service by mail shall be the date of mailing. Notice to one of two or more co-owners shall constitute notice to all.

Section 4.

Enforcement. Enforcement of the Covenants contained herein and the Association's Articles of Incorporation and By-Laws may be by any appropriate proceeding at law or in equity by the Association or any aggrieved Owner against any person or persons violating or attempting to violate same, either to restrain violation, to enforce personal liability, to recover damages or to enforce any lien created by these Covenants. The remedies provided for herein are distinct and cumulative and the exercise of any one or more of them shall not preclude the exercise of any or all other legal remedies now or hereafter provided. Any failure by the Association or any Owner to enforce any of said Covenants, Articles of

Incorporation or By-Laws, however long continued, shall in no event be deemed a waiver of the right to do so thereafter. Any person entitled to file a legal action for any violation of these Covenants, the Association's Articles of Incorporation or By-Laws shall be entitled to recover reasonable attorney's fees as a part of such action.

Section 5.

Notice of Default to Mortgagees. The first mortgagee of a Single Family Plot, Apartment Plot, or Condominium Unit shall be entitled to written notification from the Association of any default by the Owner of such Single Family Plot, Apartment Plot, or Condominium Unit in the performance of his obligations under this Declaration or the Association's Articles of Incorporation, By-Laws or rules and regulations which is not cured within 60 days provided that a request for such notices shall have been made in writing to the Association by such mortgagee.

Section 6.

Consent of First Mortgagees Regarding Exterior Appearance. Notwithstanding, and in addition to, any other provision of this Declaration, the Association's Articles of Incorporation, By-Laws and rules and regulations, the Association shall not be entitled, by act or omission, to change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of improvements constructed or to be constructed on the Lots, the exterior maintenance of such improvements, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and planting in the Properties unless first approved in writing by the holders of at least three-fourths (3/4) of all first mortgages secured by Single Family Plots, Apartment Plots, or Condominium Units.

Section 7.

Priority of First Mortgagees. No provision of this Declaration or of the Association's Articles of Incorporation, By-Laws or rules and regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Single Family Plots, Apartment Plots, or Condominium Units pursuant to their mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for losses to or a taking of the Association Properties or any portions thereof.

Section 8.

Leasing of Lots. Any lease agreement between an Owner and his lessee regarding any Single Family Plot, Apartment Plot, or Condominium Unit or portion thereof must be in writing and must provide therein that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Association's Articles of Incorporation and By-Laws, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

Section 9.

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

Section 10.

Authorized Action. Unless otherwise expressly provided herein, all actions which the Association is permitted or required to take pursuant to the provisions of this Declaration shall be authorized actions of the Association if approved by the Board of Directors in the manner provided for in the ByLaws of the Association.

Section 11.

Captions. The caption of each section hereof as to the contents of such section is inserted only for convenience and is in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular section to which it refers. Section 12. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written. Signed, sealed and delivered in the presence of: Unofficial Witness Notary Public George C. Woodruff Co President Schuster Enterprises, Inc. Frank D. Foley, III See Original page for Signatures EXHIBIT A TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COCA LAKE LEGAL DESCRIPTION - SECTION ONE LOTS AND INITIAL ASSOCIATION PROPERTY SECTION ONE LOTS All of those lots, tracts, and parcels of land situate, lying, and being in Land Lots 112 and 113, 18th Land District, Harris County, Georgia, described as Lots 28 through 34 (inclusive) in Block "B", Lots 19 through 29 (inclusive) in Block "C", Lots 1 through 8 (inclusive) in Block "D", and Lots 1 through 3 (inclusive) in Block "E", being a total of 29 lots, in SECTION ONE COCA LAKE SUBDIVISION, as shown on that map or plat entitled "Section One Coca Lake lying in Land Lots 112 and 113, 18th District, Harris County, Georgia" dated January 5, 1988, prepared by Moon, Meeks & Patrick, Inc., Civil Engineers, Columbus, Georgia, and recorded in Plat Book 14 , Folios 97 and 98 , public records of Harris County, Georgia, to which reference is hereby made for the most accurate and complete description of said lots. INITIAL ASSOCIATION PROPERTY LANDSCAPING ON NORTH SIDE OF ENTRANCE All that lot, tract, and parcel of land situate, lying and being in Land Lot 113 of the 18th Land District, Harris County, Georgia, lying within the following metes and bounds: BEGIN at the iron pin at the intersection of the east right-of-way of Hamilton Road (90 foot right-of-way) and the north right-of-way of Coca Way (60 foot right-of-way) and run north 31 degrees 15 minutes east along the east right-of-way of Hamilton Road, 135.0 feet to an iron pin; run thence south 58 degrees 45 minutes east, 30.0 feet to an iron pin; run thence south 31 degrees 15 minutes west, 120.0 feet to an iron pin; run thence south 58 degrees 45 minutes east, 135.87 feet to an iron pin; run thence in a southeasterly and counterclockwise direction along a curve (said curve having a radius of 547.48 feet) an arc distance of 96.62 feet to an iron pin; run thence south 16 degrees 42 minutes 50 minutes west, 15.04 feet to an iron pin on the north right-of-way of Coca Way; run thence in a northwesterly and clockwise direction along the curving north right-of-way of Coca Way (said curve having a radius of 562.48 feet) an arc distance of 100.43 feet to an iron pin; run thence north 58 degrees 45 minutes west along the north right-of-way of Coca Way, 165.87 feet to the iron pin on the east right-of-way of Hamilton Road which marks the POINT OF BEGINNING. The above described property is identified as PARCEL "A" on that certain survey entitled "Survey of Coca Lake Common Areas - Lying in Land Lots 111, 112 & 113, 18th District, Harris County, Georgia" dated January 22, 1988, prepared by Moon, Meeks & Patrick, Inc., Civil Engineers, Columbus, Georgia, and recorded in Plat Book 14 , Folio 99" , public records of Harris County, Georgia (said survey is hereinafter referred to as the "Survey of Coca Lake Common Areas"). LANDSCAPING ON SOUTH SIDE OF ENTRANCE All that lot, tract, and parcel of land situate, lying and being in Land Lot 113 of the 18th Land District, Harris County, Georgia, lying within the following metes and bounds: BEGIN at an iron pin located at the intersection of the east right-of-way of Hamilton Road (90 foot right-of-way) and the south right-of-way of Coca Way (60 foot right-of-way) and run thence south 58 degrees 45 minutes east along the south right-of-way of Coca Way, 165.87 feet to an iron pin; continue thence southeasterly and counterclockwise along the curving south right-of-way of Coca Way (said curve having a radius of 622.48 feet) an arc distance of 115.66 feet to an iron pin; run thence south 16 degrees 42 minutes 50 seconds west, 15.03 feet to an iron pin; run thence northwesterly and clockwise along a curve (said curve having a radius of 637.48 feet) an arc distance of 119.47 feet to an iron pin; run thence north 58 degrees 45 minutes west, 135.87 feet to an iron pin; run thence south 31 degrees 15 minutes west, 120.0 feet to an iron pin; run thence north 58 degrees 45 minutes west, 30.0 feet to the iron pin on the east right-of-way of Hamilton Road which marks the

POINT OF BEGINNING. The foregoing property is identified as Parcel "B" on the Survey of Coca Lake Common Areas referred to above. COCA LAKE All that lot, tract and parcel of land situate, lying and being in Land Lots 112 and 113, 18th Land District, Harris County, Georgia, which is identified as "Coca Lake" on the above referenced Survey of Coca Lake Common Areas and which consists of 29.6 acres of land lying within the boundaries of Coca Lake as shown on said survey. MOUNTAIN RIDGE LAKE All that lot, tract and parcel of land situate, lying and being in Land Lots III and 112, 18th Land District, Harris County, Georgia, which is identified as "Mountain Ridge Lake" on the above referenced Survey of Coca Lake Common Areas and which consists of 30.5 acres of land lying within the boundaries of Mountain Ridge Lake as shown on said survey. HAMILTON ROAD PLANTING Plants, shrubs, and other flowers planted on the right-of-way of Hamilton Road for a distance of approximately one-third mile on either side of main entrance. EXHIBIT B TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COCA LAKE LEGAL DESCRIPTION INITIAL ASSOCIATION PROPERTY LANDSCAPING ON NORTH SIDE OF ENTRANCE All that lot, tract, and parcel of land situate, lying and being in Land Lot 113 of the 18th Land District, Harris County, Georgia, lying within the following metes and bounds: BEGIN at the iron pin at the intersection of the east right-of-way of Hamilton Road (90 foot right-of-way) and the north right-of-way of Coca Way (60 foot right-of-way) and run north 31 degrees 15 minutes east along the east right-of-way of Hamilton Road, 135.0 feet to an iron pin; run thence south 58 degrees 45 minutes east, 30.0 feet to an iron pin run thence south 31 degrees 15 minutes west, 120.0 feet to an iron pin; run thence south 58 degrees 45 minutes east, 135.87 feet to an iron pin; run thence in a southeasterly and counterclockwise direction along a curve (said curve having a radius of 547.48 feet) an arc distance of 96.62 feet to an iron pin; run thence south 16 degrees 42 minutes 50 seconds west, 15.04 feet to an iron pin on the north right-of-way of Coca Way; run thence in a northwesterly and clockwise direction along the curving north right-of-way of Coca Way (said curve having a radius of 562.48 feet) an arc distance of 100.43 feet to an iron pin; run thence north 58 degrees 45 minutes west along the north right-of-way of Coca Way, 165.87 feet to the iron pin on the east right-of-way of Hamilton Road which marks the POINT OF BEGINNING. The above described property is identified as PARCEL "A" on that certain survey entitled "Survey of Coca Lake Common Areas - Lying in Land Lots 111, 112 & 113, 18th District, Harris County, Georgia" dated January 22, 1988, prepared by Moon, Meeks & Patrick, Inc., Civil Engineers, Columbus, Georgia, and recorded in Plat Book 14 , Folio 99 . public records of Harris County, Georgia (said survey is hereinafter referred to as the "Survey of Coca Lake Common Areas"). LANDSCAPING ON SOUTH SIDE OF ENTRANCE All that lot, tract, and parcel of land situate, lying and being in Land Lot 113 of the 18th Land District, Harris County, Georgia, lying within the following metes and bounds: BEGIN at an iron pin located at the intersection of the east right-of-way of Hamilton Road (90 foot right-of-way) and the south right-of-way of Coca Way (60 foot right-of-way) and run thence south 58 degrees 45 minutes east along the south right-of-way of Coca Way, 165.87 feet to an iron pin; continue thence southeasterly and counterclockwise along the curving south right-of-way of Coca Way (said curve having a radius of 622.48 feet) an arc distance of 115.66 feet to an iron pin; run thence south 16 degrees 42 minutes 50 seconds west, 15.03 feet to an iron pin; run thence northwesterly and clockwise along a curve (said curve having a radius of 637.48 feet) an arc distance of 119.47 feet to an iron pin; run thence north 58 degrees 45 minutes west, 135.87 feet to an iron pin; run thence south 31 degrees 15 minutes west, 120.0 feet to an iron pin; run thence north 58 degrees 45 minutes west, 30.0 feet to the iron pin on the east right-of-way of Hamilton Road which marks the POINT OF BEGINNING. The foregoing property is identified as Parcel "B" on the Survey of Coca Lake Common Areas referred to above. COCA LAKE All that lot, tract and parcel of land situate, lying and being in Land Lots 112 and 113, 18th Land District, Harris County, Georgia, which is identified as "Coca Lake" on the above referenced Survey of Coca Lake Common Areas and which consists of 29.6 acres of land lying within the boundaries of Coca Lake as shown on said survey. MOUNTAIN RIDGE LAKE All that lot, tract and parcel of land situate, lying and being in Land Lots 111 and 112, 18th Land District, Harris County, Georgia, which is identified as "Mountain Ridge Lake" on

the above referenced Survey of Coca Lake Common Areas and which consists of 30.5 acres of land lying within the boundaries of Mountain Ridge Lake as shown on said survey. HAMILTON ROAD PLANTING Plants, shrubs, and other flowers planted on the right-of-way of Hamilton Road for a distance of approximately one-third mile on either side of main entrance. COCAI-65/42 EXHIBIT C TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COCA LAKE LEGAL DESCRIPTION OF PROPERTY WHICH DECLARANT MAY ADD AS A MATTER OF RIGHT Declarant has reserved in the Declaration of Covenants, Conditions and Restrictions for Coca Lake the right, but not the obligation, to add to the property subject to the Declaration any part or parts or the whole of the tracts of land described on Exhibit C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, and C-9 attached hereto and made a part hereof. COCAI.65/43

All that tract or parcel of land situate, lying and being in Harris County, Georgia, consisting of part of Land Lot No. 196 of the Nineteenth (19th) of said County and parts of Land Lots Nos. 111, 112 and 113 of the Eighteenth District of said County, and being embraced within the following boundaries, to-wit: BEGINNING at a concrete right-of-way marker located at the point where the eastern boundary of the sixty foot right-of-way of Hamilton Road (known also as U. S. Highway No. 27 and Georgia State Highway No. 1) intersects the southern boundary of said Land Lot No. 196, and running thence north 12 degrees 04 minutes east, along said eastern right-of-way line of Hamilton Road, 604.9 feet to a concrete monument; thence continuing northeasterly, along said eastern line of said Hamilton Road 723.73 feet to a concrete monument; thence north 31 degrees 15 minutes east along said eastern line of said Hamilton Road 3956.2 feet to an iron; thence continuing northeasterly along said eastern line of Hamilton Road 631.4 feet to an iron; thence south 59 degrees 39 minutes east along the southern boundary of land formerly owned by Jenkins 736.55 feet to an iron; thence south 01 degree 52 minutes east along the western boundary of said Jenkins property 766.46 feet to an iron; thence north 88 degrees 36 minutes east 1241.79 feet to an 8" twin chinaberry tree; thence south 05 degrees 09 minutes east 718.42 feet to an iron; thence south 87 degrees 29 minutes west 138.55 feet to an iron; thence south 01 degree 29 minutes east 1509.47 feet to an iron; thence north 87 degrees 54 minutes east 2825.06 feet to an iron; thence south 02 degrees 08 minutes east 1412.07 feet to an iron located at the southeast corner of said Land Lot No. 111; thence south 88 degrees 04 minutes west, along the southern lines of said Land Lots Non.111 and 112, a distance of 6004.9 feet to a 12" red maple tree located on the line dividing said Eighteenth District from said Nineteenth District; thence south 02 degrees 24 minutes east 299 feet to an iron located at the southeast corner of said Land Lot No. 196; thence south 87 degrees 48 minutes west 1438.6 feet to a 2" iron fence post; and thence north 85 degrees 12 minutes west 95.23 feet to the beginning point; LESS AND EXCEPT the following described parcels: FIRST EXCEPTED PARCEL All that tract or parcel of land situated in Land Lot 196 of the Nineteenth Land district of Harris County, Georgia and Land Lot 112 of the Eighteenth Land District of Harris County, Georgia more particularly described as follows: BEGINNING at a 12-inch hardwood tree marking the corner common to Land Lots 81 and 112 of the 18th Land District of Harris County, Georgia said corner also being common to lands of Richard S. Waddell and lands of Federal Coca-Cola Bottling Company; thence from said Point of Beginning North 87 degrees 56 minutes east along the dividing line between lands of Richard S. Waddell and lands of Federal Coca-Cola Bottling Company 1329.27 feet to a point; thence north 77 degrees 18 minutes west 2666.20 feet to a point on the easterly right-of-way of Hamilton Road, also known as Georgia Highway No. 1 and U. S. Highway No. 27; thence in a general southerly direction along the said easterly right-of-way line of Hamilton Road also known as Georgia Highway No. 1 and U. S. Highway No. 27 1015.92 feet to the most southwesterly corner of lands of Federal Coca-Cola Bottling Company; thence south 85 degrees 28 minutes east along the said south property line of Federal Coca-Cola Bottling Company 95.23 feet to a point; thence north 87 degrees 41 minutes east along the said south property line of lands of Federal Coca-Cola Bottling Company 1433.42 feet to an iron pin and lands of Richard S. Waddell; thence north 01 degree 54 minutes west along the dividing line between lands of Richard S. Waddell and lands of

Federal Coca-Cola Bottling Company 299.76 feet to the Point of Beginning. being 32.289 acres, and being more particularly described in that certain deed from Federal Coca-Cola Bottling Company to Georgia Power Company, dated March 22, 1983 and Exhibit C-1 Page 1 of 2 recorded in Dated Book 114. Page 250, of the records in the Office of the Clerk of Superior Court of Harris County, Georgia; and SECOND EXCEPTED PARCEL. All that tract or parcel of land located in Land Lot 196 of the (19th) Nineteenth Land District of Harris County, Georgia and Land Lots 112 & 113 of the Eighteenth Land District of Harris County, Georgia and being more particularly described in that certain Right-of-Way Deed from Federal Coca-Cola Bottling Company to Department of Transportation said deed being dated the 9th day of April, 1984 and being recorded in Deed Book 122, Page 415. aforesaid records. comprising approximately 3.153 acres more or less. But for the tracts of property excepted above, said tract or parcel of land includes all of the 431.846 acres of land lying east of Hamilton Road which is shown on the map or plat made by Siegel Engineering Company, dated October, 1950, entitled "Survey of the Property, of the Estate of Columbus Roberts". recorded in Plat Book 1, Page 77, in the office of the Clerk of the Superior Court of Harris County, Georgia. A portion of said tract or parcel of land includes all lands lying east of Hamilton Road which are shown on the map or plat entitled "Survey for Columbus Coca-Cola Bottling Company". made by C. V. Carr & Co., Engineers. dated June 14, 1949. and recorded in Plat Book 1, Page 40, in the Office of said Clerk. Said tract or parcel of land includes also, in part, all of that portion of the 520-acre tract described in the deed from Mrs. Derilda Adams, George Albert Adams, Joe H. Adams, Mrs. Annie Adams Friend and Mrs. Lovie Adams Cooksey to Columbus Roberts (dated October 27, 1932 and recorded in Deed Book 7, Folio 82, in the Office of said Clerk) which lies east of the present Hamilton Road. Said tract or parcel of land also includes all that property described within a certain deed from Miss Lula Bethume and Florrie B. Pennell to Columbus Roberts. said instrument being dated the 27th day of October, 1932 and having been recorded on November 1, 1932 in Deed Book 7. Page 83, aforesaid records; and also that tract or parcel of land described in a certain deed between Marie D. Needham and Columbus Roberts, said deed being dated the 1st day of June, 1935 and having been recorded on June 10, 1935 in Deed Book 8, Page 208, aforesaid records. Said property as above described comprises approximately 396.404 acres. Page 2 of 2 All that lot, tract, and parcel of property lying in Land Lot 82 of the 18th District, Harris County, Georgia, containing 72.566 acres, lying within the following metes and bounds BEGINNING at the common corner of Land Lots 82, 83, 110 and 111, of the 18th District, Harris County, Georgia and run thence south 88 degrees 55 minutes 01 seconds west along the north line of Land Lot 82 for a distance of 2,904.00 feet to an iron stake located at the common corner of Land Lots 81, 82, 111 and 112, of the 18th District, Harris County Georgia; run thence south 02 degrees 11 minutes 12 seconds east along the west line of Land Lot 82 for a distance of 800.00 feet to an iron stake; run thence south 79 degrees 47 minutes 30 seconds east for a distance of 2,962.40 feet to an iron stake on the east line of Land Lot 82; run thence north 01 degrees 46 minutes 00 seconds west along the east line of Land Lot 82 for a distance of 1,380.00 feet to the iron stake which marks the point of BEGINNING. LEGAL3.d2501 Exhibit C-2 All that lot, tract or parcel of land situate, lying and being in Land Lot 83 of the 18th Land District, Harris County, Georgia, containing 108.18 acres, more or less. lying within the following metes and bounds: Beginning at the common corner of Land Lots 83, 84, 109 and 110 of the 18th Land District, Harris County, Georgia and run thence south 89 degrees 59 minutes west along the northern boundary of said Land Lot 83 a distance of 3,021.64 feet to an iron pin which marks the common corner of Land Lots 82, 83, 110 and 111 of the 18th Land District, Harris County, Georgia; run thence south 00 degrees 45 minutes east along the western boundary of said Land Lot 83 a distance of 1,542.40 feet to an iron pin; run thence south 89 degrees 09 minutes east a distance of 2,999.93 feet to an iron pin located on the eastern boundary of Land Lot 83; run thence north 00 degrees 04 minutes east along the eastern boundary of said Land Lot 83 a distance of 1,587.75 feet to an iron pin which marks the Point of Beginning. This foregoing conveyance is subject to the following: an Easement of right-of-way in favor of Georgia Power Company

dated May 5, 1983 and recorded May 23, 1983 in Deed Book 114, Page 661 of the records in the Office of the Clerk of the Superior Court of Harris County, Georgia, and an Easement of right-of-way in favor of Georgia Power Company dated April 23, 1959, recorded May 1, 1959 in Deed Book 30, Page 414, of the aforesaid records, and an Easement for a pipeline in favor of Southern Natural Gas company dated July 21, 1958, recorded August 11, 1958 in Deed Book 31, Page 114, of the aforesaid records, and a Pipeline Permit in favor of Southern Natural Gas dated December 2, 1950 and recorded December 26, 1950 in Deed Book 21, Page 433, of the aforesaid records, and a General Permit in favor of Southern Bell Telephone and Telegraph Company dated February 13, 1941 and recorded in Deed Book 12, Page 449, of the aforesaid records. L4.d7OI Exhibit C-3 All that lot, tract, or parcel of land situate, lying and being in Land Lot 111 of the 18th District, Harris County, Georgia, containing 26.627 acres, more or less, lying within the following metes and bounds: Beginning at the common corner of Land Lots 111, 112, 113 and 114 of the 18th Land District, Harris County, Georgia and run thence north 87 degrees 17 minutes 20 seconds east along the northern boundary of said Land Lot 111 a distance of 137.07 feet to an iron stake; run thence south 41 degrees 39 minutes 16 seconds east a distance of 1958.0 feet to an iron stake; run thence south 87 degrees 54 minutes 48 seconds west a distance of 1400 feet to an iron stake located on the western land lot line of Lot 111; run thence north 01 degrees 29 minutes 22 seconds west along said western land lot line of Land Lot 111 a distance of 1507.96 feet to an iron stake which marks the point of beginning. The foregoing conveyance is subject to a right-of-way deed dated October 1, 1979, filed November 24, 1980, and recorded November 25, 1980 in Deed Book 103, Page 511 in the records of the Superior Court of Harris County, Georgia, and an easement in favor of Georgia Power Company dated January 18, 1950, filed and recorded March 11, 1950 in Deed Book 21, Page 126, in the records of the Superior Court of Harris County, Georgia. L4.42 Exhibit C-4 All that lot, tract, and parcel of property lying in Land Lots 82 and 79 of the 18th District, Harris County, Georgia, containing 131.780 acres, lying within the following metes and bounds: BEGINNING at the common corner of Land Lots 78, 79, 82, and 83, of the 18th District, Harris County, Georgia, and run thence along the East line of Land Lot 82 North 01 degrees 51 minutes 36 seconds West, 1533.19 feet to an iron pin; run thence along the East line of Land Lot 82 North 01 degrees 51 minutes 36 seconds West, 162.34 feet to an iron pin; run thence North 79 degrees 47 minutes 30 seconds West, 2962.40 feet to an iron pin on the West line of Land Lot 82; run thence along the West line of Land Lot 82 South 02 degrees 11 minutes 12 seconds East, 2294.08 feet to an iron pin located at the common corner of Land Lots 79, 80, 81, and 82, 18th District, Harris County, Georgia; run thence along the South line of Land Lot 82, North 88 degrees 05 minutes 05 seconds East, 1697.26 feet to an iron pin; run thence South 79 degrees 40 minutes 35 seconds West, 133.59 feet to an iron pin; run thence South 65 degrees 11 minutes 35 seconds West, 125.10 feet to an iron pin; run thence South 42 degrees 05 minutes 35 seconds West, 169.83 feet to an iron pin; run thence South 18 degrees 43 minutes 55 seconds East, 69.01 feet to an iron pin on the Northern right of way of Grey Rock Road; run thence in a Northeasterly and clockwise direction along the curving North right of way of Grey Rock Road (said curve having a radius of 944.95 feet) an arc distance of 557.31 feet to an iron pin; continue thence Easterly and clockwise along the curving North right of way of Grey Rock Road (said curve having a radius of 2129.34 feet) an arc distance of 662.30 feet to an iron pin; continue along the North right of way of Grey Rock Road South 85 degrees 00 minutes 54 seconds East, 389.43 feet to the iron pin which marks the POINT OF BEGINNING. Exhibit C-5 All that lot, tract, or parcel of land situate, lying, and being in Land Lots 111 and 114 of the 18th Land District, Harris County, Georgia, lying within the following metes and bounds: BEGINNING, at the common corner of Land Lots 111, 112, 113, and 114 of the 18th Land District, Harris County, Georgia, and run thence along the North line of Land Lot 111, North 88 degrees 13 minutes 30 seconds East, 137.54 feet to an iron pin; run thence North 04 degrees 21 minutes 12 seconds West, 720.48 feet to an iron pin; run thence North 03 degrees 10 minutes 01 seconds West, 162.31 feet to an iron pin; run thence North 03 degrees 14 minutes 41 seconds West, 150.05 feet to an iron pin; run thence North 03

degrees 35 minutes 11 seconds West, 150.56 feet to an iron pin; run thence North 03 degrees 01 minutes 43 seconds West, 535.41 feet to an iron pin on the South right of way of Bon Acre Road; run thence Southeasterly and clockwise along the curving South right of way of Bon Acre Road (said curve having a chord bearing South 63 degrees 00 minutes 00 seconds East and a chord distance of 461.18 feet) to an iron pin; continue along the South right of way of Bon Acre Road South 47 degrees 09 minutes 58 seconds East, 276.39 feet to an iron pin; continue thence Southeasterly and counter clockwise along the curving South right of way of Bon Acre Road (said curve having a chord bearing South 48 degrees 58 minutes 53 seconds East and a chord distance 193.96 feet) an arc distance of 194.05 feet to an iron pin; continue South 50 degrees 46 minutes 12 seconds East along the South right of way of Bon Acre Road 442.34 feet to an iron pin; continue Southeasterly and clockwise along the curving South right of way of Bon Acre Road (said curve having a chord bearing South 36 degrees 17 minutes 31 seconds East and a chord distance 732.04 feet) an arc distance of 739.88 feet to an iron pin; continue thence South 21 degrees 48 minutes 51 seconds East along the South right of way of Bon Acre Road 307.55 feet to an iron pin; continue thence Southeasterly and counter clockwise along the curving South right of way of Bon Acre Road (said curve having a chord bearing South 34 degrees 22 minutes 42 seconds East and a chord distance 271.96 feet) an arc distance of 273.22 feet to an iron pin; continue thence South 46 degrees 56 minutes 32 seconds East along the South right of way of Bon Acre Road 149.11 feet to an iron pin; continue thence Southeasterly and counter clockwise along the curving South right of way of Bon Acre Road (said curve having a chord bearing South 52 degrees 43 minutes 02 seconds East and a chord distance of 155.99 feet) an arc distance of 156.21 feet to an iron pin; continue thence South 58 degrees 29 minutes 33 seconds East along the South right of way of Bon Acre Road 69.84 feet to an iron pin; continue thence Southeasterly and clockwise along the curving South right of way of Bon Acre Road (said curve having a chord bearing South 43 degrees 51 minutes 43 seconds East and a chord distance of 1022.76 feet) an arc distance of 1051.00 feet to an iron pin; run thence South 00 degrees 47 minutes 59 seconds East, 298.44 feet to an iron pin; run thence South 88 degrees 46 minutes 30 seconds West, 2821.67 feet to an iron pin on the West line of Land Lot 111; run thence North 00 degrees 35 minutes 23 seconds West along the West line of Land Lot 111, 1508.92 feet to the iron pin which marks the TRUE POINT OF BEGINNING. The above described property is the parcel containing 120.75 acres as shown on a plat of survey titled "Plat of The Property Of Kelsey L. and Gerry Kennon, 18th Land District, Harris County, Georgia dated February 13, 1979, prepared by Hugh P. Riley, registered land surveyor, a copy of which is recorded in Plat Book 9 at page 92 at the deed records of Harris County, Georgia, reference to which is made hereby for a more complete and accurate description of said property. LESS AND EXCEPT 26.627 ACRES OF THE ABOVE TRACT AS DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED DECEMBER , 1986, FROM KELSEY L. KENNON AND GERRY L. KENNON TO THE CONCRETE COMPANY, GEORGE C. WOODRUFF CO., AND SCHUSTER ENTERPRISES, INC., RECORDED IN DEED BOOK 153, PAGE 314, PUBLIC RECORDS OF HARRIS COUNTY, GEORGIA.

Exhibit C-6 All that lot, tract, and parcel of property situate, lying, and being in Land Lot 110 of the 18th Land District, Harris County, Georgia, containing 34.805 acres, more or less, and lying within the following metes and bounds: BEGIN at the corner common to Land Lots 82, 83, 110 and 111, 18th District, Harris County, Georgia and run thence north 01 degree 10 minutes 32 seconds west along the west line of Land Lot 110, 1940.33 feet to an iron pin on the south right-of-way of the future location of Bon Acre Road as shown on that certain right-of-way deed in Deed Book 103, Page 515, public records of Harris County, Georgia (references herein to the right-of- way of Bon Acre Road shall mean such right-of-way as shown on said right-of-way deed); run thence south 54 degrees 56 minutes 18 seconds east along the south right-of-way of Bon Acre Road, 46.00 feet to a point, continue thence southeasterly and clockwise along the curving south right-of-way of Bon Acre Road (said curve having a radius of 1869.86), an arc distance of 662.72 feet to a point; continue thence south 34 degrees 36 minutes 18 seconds east along the south right-of-way of Bon Acre Road, 909.48 feet to a point; continue thence southeasterly

and clockwise along the curving south right-of-way of Bon Acre Road (said curve having a radius of 7599.44 feet), an arc distance of 596.31 feet to a point; run thence south 30 degrees 06 minutes 18 seconds east along the south right-of-way of Grey Rock Road, 192.46 feet to an iron pin on the south line of Land Lot 110; run thence south 88 degrees 54 minutes 53 seconds west along the south line of Land Lot 110, 1393.80 feet to the iron pin which marks the POINT OF BEGINNING.

Exhibit C-7 All that lot, tract, and parcel of property lying in Land Lot 81 of the 18th Land District of Harris County, Georgia, containing 68.8 acres, more or less, lying within the following metes and bounds: BEGIN at the iron pin corner, common to Land Lots 81, 82, 111 and 112, of the 18th District of Harris County, Georgia, and run thence south 02 degrees 04 minutes east along the dividing line between Land Lots 82 and 81, a distance of 1086.57 feet to a point; run thence north 82 degrees 10 minutes 55 seconds west, 869.49 feet to a point; run thence north 82 degrees 13 minutes 06 seconds west, 1112.31 feet to a point; run thence north 82 degrees 13 minutes 28 seconds west, 1238.03 feet to the west line of Land Lot 81; run thence north 01 degree 33 minutes west along the west line of Land Lot 81, 235.94 feet to an iron pin; continue thence north 01 degree 54 minutes west along the west line of Land Lot 81, 299.76 feet to a 12 inch hardwood tree; run thence north 87 degrees 56 minutes east along the north line of Land Lot 81, 740.59 feet to a point; continue thence north 87 degrees 56 minutes east along the north line of Land Lot 81, 2428.80 feet to the POINT OF BEGINNING. The above property is the same property described in that certain warranty deed dated February 3, 1983, from Richard S. Waddell to Georgia Power Company, recorded in the public records of Harris County, Georgia.

Exhibit C-8 All that lot, tract, and parcel of land situate, lying, and being in Land Lot 110 of the 18th Land District, Harris County, Georgia, lying within the following metes and bounds: BEGIN at the iron stake at the corner common to Land Lots 83, 84, 109, and 110, 18th Land District, Harris County, Georgia, and run thence south 88 degrees 54 minutes 53 seconds west along the south line of Land Lot 110, 926.85 feet to an iron pin; continue thence south 88 degrees 54 minutes 53 seconds west along the south line of Land Lot 110, 608.07 feet to an iron pin on the east right-of-way of the future location of Bon Acre Road as shown on that certain Right-of-Way Deed recorded in Deed Book 103, Page 515, public records of Harris County, Georgia; run thence north 30 degrees 06 minutes 18 seconds west along the east right-of-way of said future location of Bon Acre Road, 236.73 feet to an iron pin; continue thence northwesterly and counterclockwise along the curving east right-of-way of said future location of Bon Acre Road (said curve having a radius of 7,679.44 feet) 262.65 feet to the iron pin located on the center line of the present location of Bon Acre Road; run thence northeasterly, easterly, and southeasterly along the meandering center line of the present location of Bon Acre Road a distance of 1,000 feet, more or less, to an iron pin (said iron pin can be located by beginning at the iron pin at the intersection of the south line of Land Lot 110 and the center line of the present location of Bon Acre Road, and running thence north 10 degrees 00 minutes west along the center line of Bon Acre Road 120.0 feet to an iron pin, and continuing north 20 degrees 00 minutes west along the center line of the present location of Bon Acre Road 280.0 feet to the iron pin herein described); run thence north 42 degrees 39 minutes 01 seconds east, 1,527.70 feet to an iron pin on the east line of Land Lot 110; run thence south 00 degrees 19 minutes 02 seconds east along the east line of Land Lot 110 to the iron pin which marks the point of beginning. The above described property consists of all of "TRACT F-4" and the portion of "TRACT F-2" lying in Land Lot 110, as said tracts are shown on that certain map 6.r plat entitled "Survey of Parts of Land Lots 109 and 110, 18th District, Harris County, Georgia", dated June 6, 1985, by Moon, Meeks & Patrick, Inc., Civil Engineers, Columbus, Georgia, and recorded in Plat Book 12, Page 129, public records of Harris County, Georgia, to which reference is hereby made for a more particularly description of the above described property. COCAI.5

Exhibit C-9 EXHIBIT D TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COCA LAKE GENERAL PLAN OF DEVELOPMENT The General Plan of Development, as illustrated in the sketch entitled "General Plan" on page two of this Exhibit D, is the dynamic design for the development of Coca Lake as a Planned Unit Development which

will be regularly modified and amended as determined by the Declarant during the several years required to complete the project. Because the General Plan of Development is a temporary design, it shall not bind the Declarant to make the additions to the properties which are shown on the General Plan or to improve any portion of such land in accordance with the General Plan of Development unless and until a supplementary declaration is filed for such land which subjects it to this Declaration. Declarant hereby reserves the right to amend the General Plan of Development in response to changes in technological, economic, environmental, or social conditions related to the development or marketing of the Coca Lake project or to changes in requirements of governmental agencies or financial institutions. The Association may not use its resources or take a public position in opposition to the proposed changes; however, nothing herein shall be construed to limit the rights of a Member of the Association to act as an individual or in affiliation with other members of the Association or groups with respect to such changes. The General Plan shows separate lots around Coca Lake and Mountain Ridge Lake and along the Hamilton Road frontage. Except for the 29 lots in Section One which are being established with the filing of the Declaration, the depiction of such lots on the General Plan does not mean that the Declarant is obligated to subject the land upon which the lots are shown to the Declaration, nor does it mean that the land, if subjected to the Declaration, will be divided into lots as shown on the General Plan and, if such land is subjected and divided into lots, it does not mean that the size and arrangement of the lots will be as shown on the General Plan. The depiction of lots other than in Section One is for illustration only. COCA1.65/44 Page 1 of 2

Exhibit "D" Page 2 of 2