

After Recording Return To:

STATE OF GEORGIA,
COUNTY OF FAYETTE

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MILLBROOK VILLAGE SUBDIVISION**

THIS DECLARATION IS MADE THIS 13th day of January 13, 2004 by JEFF BETSILL HOMES, INC. ("JBH") A GEORGIA CORPORATION, MARTIN HOMES DBA BETA CONSTRUCTION, INC. ("MH") A GEORGIA CORPORATION & TCG HOLDINGS, LLC, (TCG) A GEORGIA LIMITED LIABILITY COMPANY, (hereinafter sometimes referred to collectively as 'the Declarant').

WITNESSETH:

WHEREAS, TCG HOLDINGS LLC. (TCG), is the owner in of certain real Property set forth and described in Exhibit "A" (such real property hereinafter sometimes referred to as the "Property"), such Exhibit being attached hereto and by reference made a part hereof; and

WHEREAS, JBH & MH are co-developers for the purpose of owning and improving subdivided lots of the real property set forth and described in Exhibit "A". and

WHEREAS, Declarant is desirous of subjecting the Property to the provisions of this Declaration in order to create a residential fee simple detached single-family home development.

NOW, THEREFORE, the Declarant hereby declares that the real Property described in Exhibit "A" attached hereto, including the improvements constructed on or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth, which are expressly made for the purpose of protecting the value and desirability of the subject Property, and shall run with the title to the subject Property and be binding upon any and all persons and entities having any right, title, or interest in all or any portion of the subject Property, together with their respective heirs, legal representatives, successors, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE 1
DEFINITIONS

Unless the context shall prohibit, certain words used in this Declaration shall have the definition and meaning set forth as follows:

- (a) "Association" shall mean and refer to MILLBROOK VILLAGE HOA, INC.
- (b) "Board" shall mean and refer to the Board of Directors of the Association
- (c) "Common Property" shall mean any and all real and personal Property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association or held for the common use and enjoyment of the owners.
- (d) "Community" shall mean and refer to the Property and interests therein described in Exhibit "A" attached hereto and as further depicted upon recorded sub-division plats for each phase of development.
- (e) "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the community. Such standards may be more specifically determined by the Board of Directors of the Association.
- (f) (1) "Declarant" shall mean and refer to JBH, MH, and TCG, and their successors in title and assigns, provided any such successors in title or assignee shall acquire for the purpose of development or sale of all or any portion of the remaining undeveloped or unsold portion of the subject Property, and provided further that in the instrument of conveyance to any such successor in title or assignee, such successor in title or assignee is designated as "Declarant" hereunder by one of the Declarants in of such conveyance. Further, upon such designation of such successor Declarants in an instrument of conveyance by the instant Declarant as grantor, all rights of the conveying Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Property there shall be only the developer of the Property (ie S&R) and/or not more than three (3) other individuals or legal entities entitled to exercise the rights and powers of "Declarant" hereunder at any one point in time.
- (g) "Dwelling" shall mean the single-family or detached house, including garage, which is located upon each lot.
- (h) "Majority" shall mean those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
- (I) "Mortgage" shall mean any Mortgage, Deed to Secure Debt, and any and all other similar instruments used for the purpose of conveying or encumbering real Property as security for the payment or satisfaction of an obligation.
- (j) "Mortgagee" shall mean the holder of a mortgage.
- (k) "Owner" shall mean and refer to the record owner, whether one or more persons,

of the fee simple title to any lot located within the Community as numerically designated on the final plat of survey depicting each phase of development, excluding, however, any person or entity holding such interest merely as security for the performance or satisfaction of any obligation.

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

(m) "Lot" shall mean a portion of the community intended for fee simple ownership and used as permitted in this Declaration and as numerically designated on the final plat of survey for each phase of development as lots for single family detached homes, or amendments thereto, with Phase One being recorded in Plat Book _____, Pages _____, Fayette County, Georgia Records. The ownership of each Lot shall include, whether or not separately described, all of the right, title and interest of an owner in the Common Property, which shall include, without limitation, membership in the Association. Each Lot shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred, or, encumbered in the same manner as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his or her Lot, subject to this Declaration. A Lot shall consist of a lot depicted on the final plat of survey referred to above and any dwelling, driveway or other improvements now or hereafter located thereon.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property hereby subjected to this Declaration. The real property which is by the recordation of this Declaration subjected to the covenants, conditions, and restrictions hereinafter set forth and which, by virtue of the recordation of this Declaration shall be held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to this Declaration is the Property as described in Exhibit "A" attached hereto and by this reference, made a part hereof.

Section 2. Other Property. Only the Property described in Section 1 of this Article 2 is hereby made subject to this Declaration; provided, however, by one or more supplemental declarations or amendments to this Declaration, TCG shall have the right to subject all or any portion of the real property set forth and described on Exhibit B attached hereto and made a part hereof (the "Additional Property") to the covenants, conditions and restrictions of this Declaration; further, TCG, shall have the right, in its sole discretion and without the necessity of any other Declarant's consent or signature, but not the obligation, to the exercise its right to subject to this Declaration all or any portion of the real property set forth and described on Exhibit B. This Article 2, Section 2 shall not be construed by the Declarants, collectively or individually, as a novation, amendment or addendum to any contract of sale and purchase between the parties concerning the Property described on Exhibit B and its subjection to this Declaration of Covenants, Conditions and Restrictions upon compliance with said contract(s). Without limiting the generality of the foregoing, it is hereby acknowledged and agreed that notwithstanding that the final Subdivision Plat for Phase II of Millbrook Village will contain additional lots described as "Additional Property," except for the drainage, utility and other easements imposed thereon by the Plat, said Additional Property has not been made subject to the Declaration at this time. Upon completion of the aforementioned lots and recordation of the Plat for Millbrook Village Phase II, the aforementioned lots will be subject to the covenants and warranties contained in this document.

ARTICLE 3
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Declarant and every person who is a record owner of a fee or undivided fee interest in any Lot shall be deemed to have a membership in the Association. The foregoing is not intended to include Mortgagees and the giving of a Mortgage shall not terminate the Owners membership. No Owner, whether one or more persons, shall have more than one membership vote per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Classes of Membership. The Association shall have two (2) classes of membership, Class A and Class B, as follows:

(a) Class "A". Class "A" members shall be Owners, with the exception of the Declarant, owning fee simple title to any Lot during which period Declarant owns any portion of the Property, the Additional Property or lot(s) in a phase of development. Class "A" members shall have no voting rights in the Association. Upon ownership of the completed or proposed Lots of all phases to be developed on the Property and the Additional Property by persons other than the Declarant, all class "A" memberships shall automatically convert into class "B" membership.

(b) Class "B". Class "B" membership shall consist of only the Declarant for so long as it or any one Declarant holds title to any portion of the Property or any Additional Property for which a sub-division plat has not been recorded. After all of the Property has been sub-divided by a recorded plat and the Declarant no longer holds title to any portion of the Property or the Additional Property as sub-divided, Class "B" membership shall consist of all Owners. Each Class "B" member shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in any Lot, the vote for such Lot shall be exercised absence of such advice, the Unit's vote shall be suspended in the event that more than one person seeks to exercise it.

ARTICLE 4
ASSESSMENTS

Section 1. Purpose of Assessment. The Assessments provided for herein shall be used for the general purposes of promoting the safety, welfare, common benefit and enjoyment of the Owners and occupants of Units, including certain maintenance of any Common Property all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

(a) Annual assessments or charges (payable as the Association determines);
(b) Special assessments, such assessments to be established and collected as as hereinafter provided: and

(c) Specific assessments against any particular Lot which are established pursuant to terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration.

All such assessments, together with late charges, interest at the rate of equal to the lesser of eighteen (18%) percent per annum or the highest rate allowed by applicable law on delinquent

payments, costs, and reasonable attorney fees actually incurred, shall be a charge on the land and shall be continuing lien in favor of the Association upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time that the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her Grantee shall be jointly and separately liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and separately liable for such portion thereof as may be due and payable at the time of the conveyance; provided, however, the liability of a Grantee for the unpaid assessments of its Grantor shall not apply to any mortgage holding a first priority mortgage taking title through foreclosure proceedings or deed in lieu of foreclosure.

Assessments shall be paid at a uniform rate per Lot in such manner and on such date as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days written notice, of annual assessments for delinquents. Unless otherwise provided by the Board, annual assessments shall be paid in monthly installments.

Section 3. Computation. It shall be the duty of the Board to annually prepare a budget covering the estimated costs of operating the Association during the next year, which shall include a capital contribution of reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year.

Notwithstanding the foregoing, however, in the event the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments in any year. Special Assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Priority of Lien for Assessments. The lien for assessments shall be superior to all other liens and encumbrances upon a Lot, except for (a) liens of ad valorem taxes; and (b) liens for all sums unpaid on a first Mortgage secured by the Lot, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the deed records of Fayette County, Georgia, shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days a lien, as herein provided, shall attach to such Owner's Lot and, in addition, the lien shall include interest, as determined in Section 2 © of this Article 4 not to exceed

the maximum legal rate, on the principal amount due, all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. All payments shall be applied first to costs and attorney's fees, then to late charges, then interest and then to delinquent assessments.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the Lot by any one of Declarants to a Class "A" member and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 8. Assessments by Declarant.

(a) After the commencement of assessment payments as to any Lot, through and including the date the first Lot in the first phase through the last Lot in the final phase is sold to an Owner having a class "A" designation, JBH, MH, & TCG shall not be subject to Lot assessments. JBH, MH, & TCG covenants and agrees, during said time they shall not be subject to Lot assessments, to pay the operating expense of the Association, cost maintenance of common areas and amenities, insurance premiums on coverage provided to the Association and tax assessments of any government against the Association for which payment of class "A" assessments are insufficient. Upon title to lots in the final phase of development being in JBH, MH, & TCG and upon consent by JBH, MH, & TCG collectively to surrender management of the Millbrook Village Homeowners Association to Class "A" members or subsequent to class "A" members becoming class "B" members as provided in Article 3, Section B, Sub-part (b), JBH, MH, & TCG shall be required to pay only twenty-five (25%) percent of the annual assessment for each Lot that each individually owns. JBH, MH, & TCG shall not be subject to any special assessments or specific assessments.

(b) Notwithstanding anything to the contrary herein, the JBH, MH, & TCG may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money, (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If any such Declarants and the Association disagree as to the value of any contribution, such Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like service and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

ARTICLE 5
MAINTENANCE

Section 1. Associations Responsibilities. The Association shall maintain all Common Property including, but not necessarily limited to, easement areas, entrance and community signage, the entrance way, any swimming pool, tennis courts, basketball courts, playgrounds, club house or other recreation areas owned by the Association, and retention ponds not maintained by the City of Fayetteville or Fayette County. The cost of such maintenance shall be included in the annual budget of the Association and the pro-rated cost included in the assessment against each Owner. To accomplish and establish Associations' right to maintain the common Property, the Declarant shall convey all Common Property to the Association.

Section 2 Owners Responsibilities. All maintenance of the dwelling, grounds of the Lot and the driveway, which may be part of the Lot, shall be the responsibility of the owner thereof. Such maintenance shall be consistent with this Declaration, including, but not limited to specifically, Article 6, Section 14, concerning architectural standards. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve only the Lot, whether located within or without a Lot's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Lot). Each owner shall maintain a current termite treatment guarantee from an approved Georgia licensed pest control company insuring that said Lot is free from infestation of wood destroying organisms. In the event that the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement at the Owner's sole cost and expense, and all costs shall be added to and become a part of the specific assessment to which such Owner is subject and shall become a lien against such Owner's Lot.

ARTICLE 6
USE RESTRICTIONS AND RULES

Section 1. General. The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Units. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the community. The Association shall also have the authority to impose all other necessary traffic, and parking regulations and to restrict the maximum noise levels of vehicles in the community. Such regulations and use regulations shall be binding upon all owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the vote Class "B" members holding a majority of the total votes in the Association.

Section 2. Use of Lots. All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on or upon any Lot or in any dwelling at any time except, with the written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. This paragraph shall not, however, prohibit the Declarant from maintaining a model home and sales office within the Community.

Section 3. Fences. No fences, hedges, walls or any improvements or structures of any type shall be erected or maintained upon any Lot, except as are installed at the direction of the Declarant in the initial construction of the improvements located on the subject Property, or as approved by the Association's Board of Directors. In addition, movable or decorative items, including, but not limited to swing sets, playground equipment, portable swimming pools, lawn furniture, statues, bird bath, or animal feeders shall not be placed or maintained upon a Lot without the prior written consent of the Board. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 4. Outbuildings. No trailer, tent, shack, carport, barn, detached garage, or other outbuilding may be erected or maintained on any portion of the Community at any time either temporarily or permanently. However, if prior written consent is given by the Board in accordance with Section 14 of this Article and all other relevant provisions contained herein, a storage building may be erected upon a Lot. Any outbuilding must be of permanent nature and shall be constructed of like materials of home. Any outbuilding must also be set behind the front of the home. Such building shall remain, however, only with the continuing consent of the Board and shall be subject to all rules, regulations, and requirements of the Association.

Section 5. Signs. No sign of any kind, except for one (1) "For Rent" or "For Sale" sign per Lot of not more than two (2) feet by two (2) feet, shall be erected by an owner within the community without the written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs. The Declarant, for so long as any completed or proposed Lot is owned by it, shall be expressly exempt from the foregoing sign prohibition.

Section 6. Parking. No Owner or occupant shall, without the prior written consent of the Board, park, or permit to be parked, any, boat, boat trailer, camper, motorcycle, or recreational vehicle on any portion of the community other than in the garage which is part of the Lot. Garage doors shall remain closed at all times, except for the necessary use, ingress, and egress. Parking on streets within the community, except for emergency and guest parking, is prohibited. No cars or trucks shall be parked on Lot driveways so as to block and/or interfere with the use of the sidewalks in the community. No inoperable vehicles of any kind shall be allowed to remain on any portion of the subject Property other than in the Owner's closed garage.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the community, except that no more than a total of two (2) dogs, cats or other household pets may be kept on his or her respective Lot, provided that they are not bred, or maintained for any commercial purpose, endanger the health of or unreasonably disturb occupants of any other Lots. Notwithstanding, no pet enclosures shall be erected, placed or remain on the subject Property. The keeping of pets and their ingress, egress, and travel upon the common elements shall be subject to such rules and regulations as may be issued by the Board of Directors. If an Owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use or travel upon the common elements or subject such use or travel to a user fee. In addition, any pet which endangers the health of any Owner or resident of a Lot or which creates a nuisance or an unreasonable

disturbance, as may be determined in the sole discretion of the Board, must be permanently removed from the community upon seven (7) days written notice by the Board.

Section 8. Window Coverings. Any portion of an interior window covering, such as a drapery, curtain, shade or shutter which is visible from the exterior of the dwelling shall be white or off-white in color and shall not be of a reflective material. All windows which are on the same floor or level as the front entry door to a dwelling and/or which are visible from any street shall have interior window covers or treatments which meet this requirement.

Section 9. Clotheslines. No outside clothesline shall be permitted on any Lot.

Section 10. Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from every Lot. No such material shall be kept or stored, either temporarily or permanently, on the outside of any dwelling.

Section 11. Antennas. No exterior television or radio antennas of any kind shall be placed, allowed, or maintained upon any portion of the subject Property without the prior written consent of the Board. The Association may by majority vote of Class "B" members elect to erect an aerial for a master antenna system, should any such master system be utilized by the Association and require such exterior antenna.

Section 12 Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot, including the dwelling on the Lot. No Lot shall be used, in whole or in part, for the storage on any Property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Property. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon tending to cause excessive noise, embarrassment, discomfort, annoyance, or nuisance to any person owning or using any Property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sorts whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the community. No off road vehicle (i.e. "ATV", "Dirt Bikes", etc.) shall be ridden upon any Lot or in the confinements of the Subdivision of Millbrook Village.

Section 13. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might-tend to cause disorderly unsightly, or unkempt conditions, shall not be undertaken in any part of the community.

Section 14. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the community, except such as is installed by the Declarant or as is approved in accordance with Article 7. No exterior construction, addition, change, or alteration shall be made unless and until the plan and specifications showing the nature, kind, color, shape, height, materials, and location shall have been submitted pursuant to the written guidelines for the exercise of this review.

The Declarant shall appoint an Architectural Review Committee (ARC) to serve until 100% of the Properties and each phase thereof have been developed and conveyed to owners other than builders in accordance with Article 7, Section 2. The ARC is to be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the ARC or its representatives shall have the right, during reasonable hours, to enter upon any Lot

to inspect any Lot and any improvements thereon for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE 7 ARCHITECTURAL STANDARDS

Section 1. General. No structure shall be placed, erected or installed upon any Lot, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article, and approval of the Architectural Review Committee under Section 2 of this Article 7.

(a) Any Owner may remodel, paint or redecorate the interior of structures on his Lot without approval. However, modification to the interior of screened porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

(b) All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect, unless otherwise acceptable to the Architectural Review Committee, in its sole discretion. All plans and specifications shall be subject to review as provided herein.

(c) This Article shall not apply to the activities of the Declarant, nor to improvements to the Common Area by or on behalf of the Association.

(d) This Article may not be amended without the Declarant's written consent so long as the Declarant owns any Property or Additional Property or lots in any phase of the Community subject to this Declaration.

Section 2. Architectural Review. Responsibilities for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall be handled by the Architectural Review Committee ("ARC"). The ARC may be divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. Until 100% of the Properties have been developed and conveyed to Owners other than the Declarants. The Declarant shall have the right to appoint all members of the ARC. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the ARC. The ARC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. The ARC may include reasonable costs incurred by the committees in having any application reviewed by architects, engineers, or other professionals. The Declarant may employ architects, engineers, or other Persons as it deems necessary to enable the ARC to perform its review. The ARC may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegates.

Section 3. Guidelines and Procedures.

(a) Design Guidelines. The Declarant has prepared Design Guidelines for the Properties which contain general provisions applicable to all of the Properties, as well as landscape plans and other specific provisions which vary from one portion of the Properties to another depending upon

the location and unique characteristics. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the ARC and compliance with the Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitations on the scope of the amendments to the Design Guidelines; the ARC is expressly authorized to amend the Design Guidelines to remove requirements previously-imposed or otherwise to make the Design Guidelines less restrictive. The ARC shall make the Design Guidelines available to Owners and builders who seek to engage in development or construction within the Property and all such Persons shall conduct their activities in accordance with such Design Guidelines.

(b) Procedures. Plans and specifications showing the nature, kind, shape, color, size materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. Such plans and specification shall be in such form and shall contain such information as may be reasonably required by the ARC pursuant to the Design Guidelines, including, without being limited to:

- (I) a site plan showing the location of all proposed and existing structures on the Lot, including building setbacks, open space, driveways. Walkways and parking spaces, including the number thereof and all siltation and erosion control measures;
- (ii) a foundation plan;
- (iii) a floor plan;
- (iv) exterior elevations of all proposed structures and alteration to existing structures, as such structures will appear after all back-filling and landscaping are completed;
- (v) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed structures and alterations to existing structures; and
- (vi) plans for landscaping and grading

In reviewing each submission, the ARC may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Decisions of the ARC may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as committee members change over time.

In the event that the ARC fails to approve or to disapprove in writing any application within 60 days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the ARC pursuant to Section 5.

All work shall be completed within one year of commencement or such shorter period as the ARC may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the ARC.

Section 4. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Section 5. Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or © estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6. Limitation of Liability. Review and approval of any application pursuant to procedure is made on the basis of aesthetic considerations only and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, the ARC, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the ARC and its members shall be defended and indemnified by the Association as provided in Article 15, Section 10.

Section 7. Enforcement. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the ARC, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an owner fail to remove and restore as required, the Board or its designees shall have the right to enter the Property, remove the violation, and restore the Property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot collected as a Specific Assessment.

(a) Unless otherwise specified in writing by the ARC, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the By-Laws of the Association, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

(b) Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Property, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

(c) In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provision of this Article and the decision of the ARC.

ARTICLE 8
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance Maintained by the Association. The Board shall obtain a liability policy covering the Association and its members for all damage or injury caused by the negligence of the Association or any of the Owners or the agents or either, and, if reasonably available, directors' and officers' liability insurance.

Premiums for all insurance policies shall be common expense of the Association. Each policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the requirements regarding insurance as contained herein or as promulgated by the Board.

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

(a) All policies shall be written with a company licensed to do business in Georgia and holding a rating of XI or better in the Financial Category as established by the A.M. Best Company Inc., if available, or, if not available, the most nearly equivalent rating.

(b) All liability policies shall be for the benefit of the Association and Lot Owners,

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgages, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Fayette County, Georgia area.

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash.

(3) that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(4) that no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be affected by the Association, its manager, any Owner or mortgagee;

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that no policy may be canceled or substantially modified without at least ten

(10) days prior written notice to the Association.

In addition to the other insurance required by this Section the Board shall obtain workmen's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall equal three (3) months aggregate Assessment on all Units plus the reserve fund. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association.

Section 2. Damage and Destruction.

In General. Immediately after the damage or destruction by fire or other casualty to all or part of any improvement located on or constituting Common Property and covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Property to substantially the same condition and location that existed prior to the fire or other casualty.

ARTICLE 9
CONDEMNATION

In the event that a taking pursuant to a condemnation proceeding includes part or all of a dwelling, the dwelling shall be repaired and restored to its former condition as nearly as possible. If repair or restoration of the Property is not feasible, then the Lot shall be cleared of all debris and return it to substantially the natural state in which it existed prior to construction of the dwelling.

ARTICLE 10
MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first mortgages on Units in the community. The provisions of this Article apply to both this Declaration and to the By-Laws.

Section 1. Special FHLMC, FNMA, FHA, VA Provisions. So long as required by the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Federal Housing Authority (FHA), or the Veterans Administration (VA), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first mortgagees give their consent, the Association shall not;

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

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

(c) fail to maintain fire and extend coverage insurance, as required by this Declaration;

(d) use hazard insurance proceeds for any Common Property losses for other than the

repair, replacement or reconstruction of such Common Property;

(e) terminate this fee simple detached single-family development after a partial casualty loss or condemnation taking; or

(f) voluntarily terminate this fee simple detached single-family development for any reason whatsoever.

Nothing contained in this section shall be construed to reduce the percentage vote that must otherwise be obtained under the provisions of this Declaration for an of the acts set

Section 2. Veterans Administration Approval. If any Lot is subject to a mortgage guaranteed by the Veterans Administration and as long as the Declarant is a member of the Association, the following actions will require approval of the Veterans Administration; annexation of additional properties, other than the Additional Property described in Exhibit B, dedication, conveyance or mortgage of Common Property, by the Association except as contemplated by the final subdivision plat for each phase of the development and amendment of this Declaration.

ARTICLE 11 EASEMENTS

Section 1. Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon across, above and under all Property within the community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, and security system. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage any other service such as, but not limited to, a master television antenna system, cable television system, and security system. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 2. Drainage Easement. It is the express intent of the Declarant to control the natural flow of water over and across the community through open swells located upon the front, side or rear of the lots within the community. A blanket easement for such drainage is hereby reserved to the Declarant or the Association. The natural flow of water shall not be impeded by the Declarant or the Association unless necessary to prevent the flooding of a Lot or to comply with all governmental regulations pertaining to soil erosion and control.

Section 3. Easement for Entry. The Association shall have an easement to enter into any Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the community, which right may be exercised by the Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and

similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an owner fails or refuses to cure the condition upon request by the Board.

Section 4. Easement for Common Areas. Each Lot Owner, together with his heirs, successors and assigns, is hereby granted a permanent non-exclusive easement for use and enjoyment over and across the Common Property within the Community. Such use is, however, subject to the rules and regulations promulgated by the Association.

ARTICLE 12 LEASES

In order to assure a community of congenial owners and thus protect the value of the Lots and be informed of persons having rights to the Common Areas and amenities of the Community; the leasing of a Lot by any Owner (other than as herein provided for certain mortgages and Declarant) shall be subject to the following provisions so long as the Property shall be owned in accordance with the terms and conditions of this Declaration;

Section 1. Notice. Any Owner leasing his or her Lot shall give notice in writing to the Board of such leasing, stating the name and address of lessee, the term of the lease, and such other information as the Board may reasonably require. The Owner shall give The Board owner's forwarding address and phone number at which Owner will be available for contact any time. The Board shall have authority to make and to enforce reasonable rules and regulation in order to enforce this provision, including the right to impose fines constituting a lien upon the Lot leased.

Section 2. General. Units may be rented only in their entirety; no fraction or portion may be rented. All leases and lessees are subject to the provision of the Declaration and By-Laws. All rentals must be for a term of not less that one (1) year. The Lot Owner must make available to the tenant copies of the Declaration, By-Laws, and rules and regulations of the Association. Any lease of a lot in the Community shall be deemed to contain the following provisions, whether or not expressly therein stated, and each owner covenant and agrees that any lease of a Lot shall contain the following language and agrees that is such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Lot. Any lessee, by occupancy in a Lot, agrees to the applicability of this covenant and incorporation of this covenant and the following language into the lease;

(a) Enforcement. Lessee acknowledges that the Association may bring an action against lessee to recover sums due for damages of injunctive relief or may impose any other sanction authorized by the Declaration and By-Laws, as they may be amended from time to time, or available at law or equity, including, but not limited to, all remedies available to a landlord upon breach or default of terms of Declaration, By-Laws, and rules and regulations of the Association. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

(b) Compliance with Declaration, By-Laws, and Rules and Regulations. Lessee shall comply strictly with all provision of the Declaration, By-Laws, and with the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from

time to time. The lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by lessee or any occupant or person living with lessee of any provision of the Declaration, By-Laws, or rules and regulations adopted there under shall constitute a default under this lease.

(c) Liability for Assessments. Upon request by the Association, lessee shall pay to the Association all unpaid annual assessments and special assessments, as lawfully determined and made payable during the term of this Agreement and any other period of occupancy by lessee; provided, however, lessee need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Association's request. If lessee fails to comply with the Association's request to pay assessments, lessee shall pay to the Association all late or delinquent charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the owner of the premises during the term of the Lease Agreement and any other period of occupancy by lessee.

(d) Subordination of Rights. Lessee's rights shall be subject and inferior to all rights of the Association and any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the premises by lessor.

Section 3. Attorney's Fees and Costs. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the owner thereof.

Section 4. Violation by Lessee. Any lessee charged with a violation of the Declaration, By-Laws, or rules and regulations is entitled to the same rights to which the owner is entitled as provided in the Association's By-Laws.

Section 5. Applicability. Notwithstanding anything to the contrary herein contained, the provisions of this Article shall not impair the right of any first mortgage holder to:

- (a) foreclose or take title to a Lot pursuant to remedies contained in any mortgage;
- (b) take a deed or assignment in lieu of foreclosure; or
- (c) sell, lease, or otherwise dispose of a Lot acquired by the mortgagee.

ARTICLE 13 DECLARANT RIGHTS

Section 1. Easements. Notwithstanding any provisions contained in this Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns, a non-exclusive, perpetual right, privilege, and easement with respect to the community for the benefit of Declarant, its successors and assigns over, under, in and/or on the community, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, lease, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the Community and each phase thereof. The reserved easement shall constitute a burden on the title to the community and specifically includes, but is not limited to:

- (a) the right of access, ingress and egress, for vehicular and pedestrian traffic over

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

(b) the right to construct, install, replace, relocate, maintain, repair, use and enjoy, signs, model residences, and sales offices in the community

(c) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any Property, including, without limitation, the community, but shall be held independent of such title, and no such right, privilege or easement shall be surrendered, conveyed or released unless and until and except by delivery of a Quit-claim Deed from Declarant releasing such right, privilege, or easement by express reference thereto.

Section 2. Directors Appointed by Declarant. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, so long as the Declarant is a Class "B" member, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Owners or residents in the community. The names of the initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

Section 3. Veto. So long as the Declarant is a Class "B" member, the Declarant shall have a veto power over all actions of the Board, as is more fully provided in this section. This veto power shall be exercisable only by Declarant or its successors and assigns who specifically take this power in a recorded instrument.

Section 4 Sale or Lease of Lots by Declarant. Notwithstanding anything to the contrary contained herein, Declarant shall have the right to sell or lease Lots and to erect and maintain signs to facilitate such sales or leases as it, in its sole discretion, deems appropriate and shall not be required to comply with the provisions of this Declaration regarding signs and sales and leases.

Section 5. Notices. Any notice required to be given Declarant shall be effective on receipt and shall be sent registered or certified mail, return receipt requested, or personally delivered, addressed as follows or addressed as designated by an entity which becomes Declarant pursuant to Article 1 (f) above (each Declarant to be copied with such notice until such time as an individual Declarant is no longer an owner of additional property or of a Lot or Lots in any Phase of development);

Jeff Betsill Homes, Inc.
104 Ellis Road, STE: 106
Fayetteville, Georgia 30214

Martin Homes DBA Beta Construction, Inc.
170 Greencastle Road
Tyrone, GA 30290

TCG, Holdings, LLC
105 Church Street
Brooks, Georgia 30205

Section 6. Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association prior to extinguishments of the Declarant's veto power shall contain a termination clause permitting the Association to terminate the contract or lease at any time after extinguishments of the Declarant's veto power, without cause and without penalty, upon not more than ninety (90) days written notice.

ARTICLE 14
ASSOCIATION OBLIGATIONS

The Association shall make available to Lot Owners, lenders, insurers of any first mortgages, prospective purchasers and lessees of any dwelling current copies of this Declaration, the By-laws and other rules and regulations to which the Community is subject. Further, upon request, the Association shall provide to any such person or institution a copy of the most recent annual financial statement of the Association.

ARTICLE 15
GENERAL PROVISIONS

Section 1. Enforcement. Each Owner and every occupant of a Lot shall comply strictly with the By-Laws, the rules and regulations, and the use of restrictions, as they may be lawfully amended or modified. from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board on behalf of the Association, or in a proper case, by an aggrieved owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Self Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, an erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Duration. The provisions of this Declaration shall run with and bind the subject Property and shall be and remain in effect perpetually to the extent permitted by law; provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law, provided such

renewal or extension is approved by at least a majority of the votes which the Class 'B' members of the Association present or represented by proxy are entitled to cast at a meeting duly called for such purpose. Further, no such renewal or extension shall be effective unless there is filed for record in the Office of the Clerk of the Superior Court of Fayette County, Georgia, on or before the effective date thereof an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which shall contain a certification by such Secretary that such extension and renewal was duly approved by the Class "B" members of the Association. Every purchaser or grantee of any interest in any real Property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by the joint action of all individuals and entities comprising Declarant (a) if such amendment is necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institution or governmental lender or purchaser of mortgage loans including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation to enable such lender or purchaser to make or purchase mortgage loan on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless such Lot Owner shall consent thereto in writing. Further, so long as Class "A" membership exists, Declarant through the joining action of all individuals and entities comprising Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially or adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

Section 5. Partition. The common Property shall remain undivided, and no Lot Owner nor any other person shall bring any action for partition or division of the whole or any part thereof without the written consent of all owners of all portions of the Property, including, but not necessarily limited to, the Lots located within the community.

Section 6. Gender and Grammer. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any Property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be effective without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 8. Caption. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth, Queen of England.

Section 10. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or director, to the fullest extent permitted by applicable law. The officers and directors shall not be liable for any mistake of judgement, negligent or otherwise, except, for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be owners of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of such contract or commitment, to the fullest extent permitted by applicable law. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available.

Section 11. Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the By-Laws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board of committees shall be made available for inspection and copying by any members of the Association or by his duly appointed representative and by holders, insurers or guarantors of any first mortgage at any reasonable time for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

- (b) Rules for Inspection. The Board shall establish reasonable rules with respect to:
- (1) notice to be given to the custodian of the records;
 - (2) hours and days of the week when such an inspection maybe made;
and
 - (3) payment of the cost of reproducing copies of documents

(c) Inspection by Directors. Every Director shall have the absolute right at any

ARTICLE 16
PRIVATE SEWER SYSTEM

Section one JBH, MH, & TCG agree that all lots in Millbrook Village Subdivision Phase One, and all future property that may be added and annexed under these covenants, shall be served by a privately owned Sanitary Sewer System. Said sanitary sewer system shall be owned and operated by TCG. TCG shall receive an assessment of \$47.50 per lot per month for every lot in Phase One and for any additional lots that are annexed in the future. Said sewer assessment shall be due and payable on the first of every month and

shall be paid by MILLBROOK VILLAGE HOA, INC. However, said assessment shall only be due upon those lots conveyed to Class "A" members.

Section Two. Effect of Nonpayment of Sanitary Sewer Assessments: Remedies OF TCG .

Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as TCG may from time to time determine. TCG shall cause a notice of delinquency to be given to the Association within ten (10) days following the due date. If the assessment is not paid within thirty (30) days a lien, as herein provided, shall attach to EVERY LOT IN MILLBROOK VILLAGE SUBDIVISION Phase One and any lots or property annexed in the future and, in addition, the lien shall include interest OF 18 %, on the principal amount due, all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, TCG may institute suit to collect such amounts and foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in TCG or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of TCG . No Owner or the Association may waive or otherwise except liability for the sewer assessment provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. All payments shall be applied first to costs and attorney's fees, then to late charges, then interest and then to delinquent assessments.

Section Three. Date of Commencement of Sewer Assessments. The sewer assessments provided for herein shall commence on the first day of the month following the conveyance of the Lot by any one of Declarants to a Class "A" member and shall be due and payable on the first day of every month.

Section Four. Assessments by Declarant.

After the commencement of sewer assessment payments as to any Lot, through and including the date the first Lot in the first phase through the last Lot in the final phase is sold to an Owner having a class "A" designation, JBH, MH, & TCG shall not be subject to Sewer assessments. JBH, MH, & TCG covenants and agrees, during said time they shall not be subject to Sewer assessments.

Section Five Amendment

Notwithstanding any provision in this declaration, this article may not be amended by any party other than TCG. The Association, individual lot owners, JBH and MH shall in no way amend any part of this Article.

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

Signed, sealed and delivered
this ____ day of _____, 2004

Witness

Notary Public

JEFF BETSILL HOMES, INC.

BY: _____
Title

BY: _____
Attest:

(CORPORATE SEAL)

Signed, sealed and delivered
this 4 day of March, 2004

Witness

Notary Public



MARTIN HOMES DBA BETA CONSTRUCTION, INC.

BY: _____
Title

BY: _____
Attest:

(CORPORATE SEAL)

Signed, sealed and delivered
this ____ day of _____, 2004

Witness

Notary Public

TCG HOLDINGS, LLC.

BY: _____
BURTON L. CLARK
MANAGING PARTNER/MEMBER

BY: _____
JAMES W. SMITH, JR.
MEMBER

(CORPORATE SEAL)