

THIS DECLARATION SUBMITS THE PROPERTY TO THE PROVISIONS OF THE
GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. 44-3-220, ET SEQ. Return
to: Weissman, Nowack, Curry & Wilco, P.C. Indexing Note: Grantors are each

Two Midtown Plaza, 15th Floor Owner whose notarized signatures are attached

1349 West Peachtree Street and the Spring Ridge Homeowners Association, Inc.

Atlanta, Georgia 30309

ATTN: George E. Nowack, Jr.

STATE OF GEORGIA

COUNTY OF FULTON

DECLARATION OF PROTECTIVE COVENANTS

FOR SPRING RIDGE

WHEREAS, Lot Owners in Spring Ridge Subdivision in Fulton County, Georgia, who have executed this Declaration, are the Owners of that certain real property described in signature page(s) affixed hereto and as are listed on Exhibit "A" attached hereto and incorporated herein by reference and desire to subject their Lot and the Property to the terms and provisions of this Declaration of Protective Covenants for Spring Ridge ("Declaration"), and do hereby subject their Lot and the Property to Membership in the Spring Ridge Homeowners Association, Inc. ("Association") and authorize and direct the Board of Directors to subject the Common Property, as described in Exhibit "B" as attached hereto and incorporated by this reference, to the terms and provisions of this Declaration; and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and membership in the Association on behalf of the Association;

WHEREAS, the Lot Owners who have executed this Declaration do hereby consent, on behalf of such Owner, Owner's successors, successors-in-title, heirs, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, as a Member (as defined in the Declaration) of the Association (with the classification set forth on the signatory pages attached hereto), all of which shall run with the title to Owner's Lot and shall be binding upon all persons having any right, title, or interest in Owner's Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Each Owner understands and acknowledges that, by submitting Owner's Lot to Membership in the Association, each Owner is hereby subjecting Owner's Lot to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration. Each Owner does

further consent to the submission of the Common Property (as defined in the Declaration) to this Declaration;

THIS DECLARATION SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. 44-3-220, ET SEQ.

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed this Declaration, hereby declare that all of the Property described herein and in Exhibit "A" and Exhibit "B" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion of the Property, his heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association:

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DECLARATION OF PROTECTIVE COVENANTS

FOR SPRING RIDGE HOMEOWNERS

1. NAME AND LOCATION.

The name of the property is Spring Ridge, which property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982). The property is located in Land Lots 709, 708, 710, 734, 735 of the 1st District of 2nd Section Fulton County.

2. DEFINITIONS.

Generally, terms used in this Declaration, the By-Laws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration shall be defined as follows:

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended from time to time.

(b) Additional Property means all those Lots shown on the Spring Ridge Plats, which are not submitted hereto by written consent recorded with this Declaration. Such Lots, upon execution and recording of a consent by the Lot Owner in accordance with the terms of this Declaration, shall become a portion of the Property.

(c) Architectural Control Committee or ACC shall mean the committee established pursuant to Paragraph 8 of this Declaration.

(d) Association means Spring Ridge Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(e) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(f) By-Laws mean the Amended and Restated By-Laws of Spring Ridge Homeowners Association, Inc. Attached as Exhibit "C".

(g) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, improving, insuring, managing and operating the Common Property and Property and otherwise for the benefit of the Association and the Members.

(h) Common Property means all property owned, maintained or operated by the Association for the common benefit of the Members, including playground area, tennis courts, swimming pool, club house, parking areas, and facilities, shrubbery and landscaping associated with such areas as described in Exhibit "B".

(i) Eligible Mortgage Holder means a holder of a First Mortgage secured by a Lot, which Lot is a portion of the Property, who has requested notice of certain items as set forth herein.

(j) Lot means a portion of the Spring Ridge Subdivision which is intended for ownership and use as a single-family dwelling site and which is subject to this Declaration.

(k) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(l) Mortgagee or Mortgage Holder means the holder of any Mortgage.

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(m) Owner or Lot Owner means the record title holder of a Lot within the Property, but shall not include a Mortgage Holder on the Lot.

(n) Permanent Member or Member means a Lot Owner whose Lot has been subjected to Permanent Membership in the Association by written consent recorded in the Fulton County, Georgia land records, as provided in Paragraph 4 hereof, and which Lot therefore is a portion of the Property.

(o) Permanent Member Lot means a Lot subjected to Permanent Membership in the Association hereunder.

(p) Permanent Membership means a membership in the Association which is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot by virtue of a written consent, recorded in the Fulton County, Georgia land records as provided in Paragraph 3 hereof.

(q) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(r) Property means that real estate which is submitted to the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference, or which is submitted to the terms hereof after the recording of this Declaration by a recorded written Owner consent, in accordance with the terms of this Declaration. By recordation of this Declaration, the Common Property is hereby submitted to this Declaration and the Act and shall be deemed a part of the Property.

(s) Spring Ridge Subdivision means that property described on those plats ("Plats") for Spring Ridge recorded in Plat Books/Pages: 120/129, 121/37, 126/17, 129/53, 130/64, 132/72, 135/49, 144/56, 162/24 Fulton County, Georgia records, as may be amended or supplemented from time to time. The plats are incorporated herein by this reference.

3. EFFECTIVE DATE.

Owners may submit their Lots to the terms of this Declaration without payment of an initiation fee during the Enrollment Period, which period shall close sixty (60) days after April 13, 2000. This Declaration shall not be effective, whether or not it is recorded, until and unless: (a) at least 150 Owners have executed one

or more written consents, which consents are substantially in the form of the Consent attached hereto as Exhibit "C" and incorporated herein by this reference, (b) this Declaration and such Consents have been recorded in the Fulton County, Georgia land records, which shall be no later than ninety (90) days after the end of the Enrollment Period, and (c) two Association officers have executed the final page hereof certifying that the minimum number of required Consents have been obtained. Additional Consents, by Owners of Lots within Spring Ridge, may be recorded at any time subsequent to the recording of this Declaration, subject to the terms of this Declaration. Consents shall be valid only if executed by at least one officer of the Association and recorded by the Association.

4. ASSOCIATION MEMBERSHIP USE RIGHTS, AND VOTING RIGHTS.

(a) Membership.

Permanent Members. Each Person who is the record owner of a fee or undivided fee interest in any Lot subjected to this Declaration, and whose Lot is submitted to Permanent Membership in the Association by written consent recorded in the Fulton County, Georgia land records, shall be a Permanent Member of the Association and shall be entitled to use of all Common Property of the Association and shall be entitled to vote as set forth herein and in the By-Laws of the Association. Permanent Membership shall be appurtenant to and may not be separated from ownership of any such Permanent Membership Lot.

The foregoing definition of membership is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's

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membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. 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. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

(b) Recreational Facility & Voting.

i) Recreational Facilities. Permanent Members shall be entitled to the use of all Association recreational facilities including the swimming pool, tennis courts and related facilities, subject to this Declaration, the Bylaws and the rules and regulations of the Association.

ii) Voting. Permanent Members shall be entitled to one (1) equal vote for each Member Lot owned. When more than one (1) Person holds an ownership interest in any such Member Lot, the vote for such Member Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any

meeting. In the absence of such advice, the Member Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

5. ASSESSMENTS.

(a) General. The Association shall have the power to levy assessments or dues against all Members as provided herein and in the By-Laws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, otherwise operating the Property, enforcing this Declaration and other covenants upon the Property, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots in the Property and the Members, as may be more specifically authorized from time to time by the Board.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of a Permanent Member Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments (dues) or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Permanent Member Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner of a Permanent Member Lot and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of any unpaid portion of any annual or special assessment for delinquent Owners upon ten (10) days written notice.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof. No Permanent Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

(c) Delinquent Assessments. All assessments and related charges not paid on or before the due date established by the Board shall be delinquent, and the Member shall be in default.

i) If the annual assessments or any part or installment thereof is not paid in full within thirty

(30) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Member, and interest at the highest rate permitted under the Act shall accrue from the due date.

ii) For Owners whose Lots are subjected to Permanent Membership in the Association, the Association, acting through the Board, may suspend the Owner's right to use the Common Property if the amounts remain unpaid for more than thirty (30) days, and institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, and the Act, if the amounts remain unpaid for more than sixty (60) days.

iii) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

(d) Maximum Assessments; Computation of Operating Budget and Assessment.

i) Maximum Initial Assessment. The annual assessment for Permanent Members shall be established pursuant to a budget created and adopted by the Board, covering the estimated costs of maintaining and operating all of the Common Property during the coming year. The budget shall include amounts to cover anticipated Common Expenses of operating, maintaining, repairing, improving and managing all of the Common Property, including insurance, legal, accounting and other professional fees, landscaping costs, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the

Common Property. The Permanent Member assessment shall be determined from the budget prepared by the Board. The maximum annual assessment for Permanent Members shall not exceed \$425 for the first year after the recording of this Declaration, and shall not increase by more than ten (10%) percent per year above the previous year's annual assessment without the approval of a majority of the eligible Members who are voting in person or by proxy at a duly called Association meeting, or by ballot.

If the Board proposes a budget with an annual assessment more than ten (10%) percent greater than the previous year's assessment, and the Membership disapproves the proposed budget, or if the Board fails for any reason so to determine the budget for the succeeding year, then, until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the Members in accordance with the procedure set forth here.

(e) Initiation Fee. Subsequent to the Enrollment Period, the Board, in its discretion, may require a non-refundable initiation fee in order to become a Permanent Member, not to exceed \$1500.

(f) Special Assessments. In addition to the annual assessment provided for above, the Board may at any time levy a special assessment against Permanent Members in an amount up to fifteen percent (15%) of that year's assessment, notice of which shall be sent to all Permanent Members; provided, however, prior to becoming effective, any special assessment in excess of fifteen percent (15%) of that year's assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Permanent Members

present or represented by proxy at a duly called meeting, notice of which shall specify that purpose, or by ballot specifying that purpose.

(g) Capital Budget and Reserve Contribution. As part of the annual budget and assessment, the Board may fix and establish an annual reserve or capital contribution, in an amount sufficient to permit meeting the projected capital and future needs of the Association.

(h) Statement of Account. Any Owner, Mortgage holder, or a Person having executed a contract for the purchase of a Permanent Member Lot, or a lender considering a loan to be secured by a Permanent Member Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Permanent Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized

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by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

(i) Specific Assessments. In the discretion of the Board, any Association Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any

such Lot or Lots, including but not limited to reasonable attorneys fees actually incurred by the Association, may be specially assessed against such Lot or Lots. Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

6. MORTGAGEE'S RIGHTS

(a) Mortgagee Approval of Actions. Unless at least two-thirds (2/3) of either the holders of first Mortgages on Permanent Member Lots or the Permanent Member Lot Owners give their consent, the Association shall not:

- i) by act or omission seek to abandon or terminate the Property or the Association;
- ii) change the pro rata interest or obligations of any individual Permanent Member Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;
- iii) partition or subdivide any Lot;

iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility or public easements or rights-of-way shall not be deemed a transfer within the meaning of this provision); or

v) use hazard insurance proceeds for losses to any portion of the Common Property for other than the repair, replacement, or reconstruction of such portion of the Common Property.

This provision shall not apply to prevent Owners from partitioning, subdividing or relocating boundaries of their Lots, if done in compliance with all recorded restrictions or covenants affecting the Lots and with applicable Fulton County, Georgia zoning and other requirements.

(b) Mortgagee Assessments Upon Foreclosure of Permanent Member Lot. Where the Mortgagee holding a first Mortgage of record on a Permanent Member Lot or other purchaser of a Permanent Member Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Permanent Member Lots, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Mortgage Notices. Upon written request to the Association, identifying the name and address of the holder and the Lot number or address, any Eligible Mortgage Holder of a Permanent Member Lot will be entitled to timely written notice of:

i) any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;

ii) any delinquency in the payment of assessments or charges owed by an Owner of a

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Permanent Member Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Lot Owner of any other obligation under the Declaration or By-Laws which is not cured within sixty (60) days;

iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Any holder of a first Mortgage on a Permanent Member Lot shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

7. ASSOCIATION RIGHTS AND RESTRICTIONS.

The Association, acting through its Board of Directors, shall have the right and authority, in addition to all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Property and Common Property;

(b) to enforce the provision of this Declaration and the By-Laws and rules and regulations concerning the Property and Common Property, by imposing reasonable monetary fines, suspending use and voting privileges of Members (as provided herein and in Section 44-3-223 of the Act), using any other legal or equitable means, including self-help, and any other available legal or equitable means. These powers, however, shall not limit any other legal means of enforcing the Declaration, Bylaws and rules and regulations by either the Association or, in an appropriate case, by an aggrieved Owner. Any fines imposed against a Permanent Member shall be considered an assessment against a Permanent Member's Lot;

(c) to grant permits, licenses, utility easements, and other easements, permits, public rights-of-way or licenses necessary for the proper maintenance or operation of the Common Property under, through, or over

the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Common Property;

(d) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Property in accordance with the Declaration and By-Laws;

(e) to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

(f) to represent the Members in dealing with governmental entities involving the Common Property;

(g) to acquire, hold and dispose of tangible and intangible personal property and real property.

8. ARCHITECTURAL CONTROLS.

(a) Architectural Control Committee. The Architectural Control Committee ("ACC") shall constitute a standing committee of the Association. The ACC shall consist of the Board of Directors unless the Board delegates to other Unit Owners the authority to serve on the ACC. The Board may delegate such authority to individual Unit Owners by resolution, or the Board may call for a special election by the Association to select the Unit Owners to whom the authority shall be delegated. At all times, however, the chairperson of the ACC shall be a member of the Board of Directors.

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(b) Except as otherwise provided herein, no Owner, occupant, or any other person may, without first obtaining the written approval of the Architectural Control Committee:

1. (i) make any encroachment onto the Common Area,
2. (ii) construct any dwelling on a Lot or other improvement on a Lot,
3. (iii) make any exterior change, alteration or construction on a Lot (including regrading or significant landscaping modifications), or
4. (iv) erect, place or post any object, sign, clothesline, playground equipment, light, artificial vegetation, exterior sculpture, fountains or other thing on the exterior of the Lot, on the Dwelling on the Lot, or on any Common Area.

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or the design standards which may be adopted by the Board or ACC, (4) harmony with the external design of the existing buildings, Lots and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board, or ACC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as may be reasonably required by the appropriate committee.

In the event that the ACC or its designated representative fails to approve or to disapprove such application within sixty (60) days after the application and such information as the ACC may reasonably require shall have been submitted, its approval will not be required and this subparagraph (b) will be deemed complied with; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the By-Laws, or the rules and regulations.

(c) Appeal. If the ACC is comprised of members, other than the Board of Directors, an Owner may appeal a decision of the ACC to the Board of Directors. The appeal must be made, in writing, and received by the surety of the Board, within ten (10) days of the date of the notice of the ACC decision that is the subject of the appeal.

The Board shall have seven (7) days from the date the notice of appeal is received to schedule a hearing. Notice of the date, time and place of the hearing shall be given by certified mail, return receipt requested. At the hearing, the Owner shall have the right to present information in support of the appeal to overturn the decision of the ACC. The Board of Directors shall make a decision upon the conclusion of the hearing and shall notify the Owner of the decision, in writing, within three (3) days of the date of the hearing. The decision of the Board of Directors is final.

If the ACC is comprised solely of members of the Board of Directors, an Owner may appeal a decision of the ACC to the membership in accordance with the procedure established in the By-Laws for calling a special meeting of the members. The decision of the ACC may be overturned only by the affirmative vote of at least the majority (51%) of the eligible Permanent Members.

(d) Limitation of Liability. Review and approval of any application pursuant to this Paragraph may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the ACC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot.

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(e) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and the ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the ACC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(f) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph, the Declaration, the By-Laws or the design standards shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney's fees, may be assessed against the benefited Lot.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions or those of the ACC.

If any Owner or occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Area in violation of this Paragraph, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration or construction remains on the Common Area without reimbursement to the Owner or occupant for any expense he or she may have incurred in making the change, alteration or construction. Furthermore, the Board shall have the authority to record in the Fulton County land records notices of violation of the provisions of this Paragraph.

(g) Commencement of Construction. All improvements approved by the ACC hereunder must be commenced within one year from the date of approval. If not commenced within one year from the date of

such approval, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. Additionally, except with written ACC or ACC approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the ACC hereunder shall be completed within 90 days or such shorter period of time as provided by the Owner of commencement and all work approved by the ACC shall be completed within one year of commencement.

9. INSURANCE.

(a) The Association's Board or its duly authorized agent shall have the authority to and, if reasonably available, shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

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

(c) Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

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(d) All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the benefit of the Association and its members.

(e) The Board, in its reasonable discretion, also may maintain as a Common Expense a fidelity bond or similar coverage on directors, officers, employees or other Persons handling or responsible for the Association's funds, in an amount determined in the Board's business judgment.

10. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless eighty (80%) percent of the Members vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures thereon to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Permanent Members without the necessity of a vote of the Permanent Members or compliance with Paragraph 5(f) above. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building codes.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Members on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress

payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

11. USE RESTRICTIONS.

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants and occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. Furthermore, each Owner and occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or occupants.

Use restrictions regarding use of Lots and the Common Area are as follows and also as may be adopted by the Board in accordance with the terms hereof and as specified in the By-Laws.

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(a) Use of Lots.

1. (i) Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot, except that the Owner or occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling so long as:
 2. (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;
 3. (2) the business activity does not involve visitation of the dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;
 4. (3) the business activity conforms to all zoning requirements for the Property;
 5. (4) the business activity does not increase traffic in the Property in excess of what would normally be expected for residential dwellings in the Property without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
 6. (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
 7. (6) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or

offensive use, or threaten the security or safety of other residents of the Property, as determined in Board's discretion; and

8. (7) the business activity does not result in a materially greater use of common area facilities or Association services.

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

(b) Subdivision of Lots and Outbuildings. No Lot may be subdivided into a smaller Lot.

(c) Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept, parked or stored on any part of the Common Area without prior written Board consent, except as specifically provided herein.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Area (i.e. pool) for use for a period of time as set by the

Board. Any such Owner or Owners who reserve a portion of the Common Area hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Area and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(d) Prohibition of Damage, Nuisance and Noise. Noxious, destructive or offensive activity shall not be carried on upon the Property. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Owners or occupants. No Owner or

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occupant of a Lot may use or allow the use of the Lot or any portion of the Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Owners or occupants of a portion of the Property, or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights. No Owner or occupant of a Lot may use or allow the use of the Lot or the Common Area in any manner which creates disturbing noises between the hours of 11:00 p.m. and 7:30 a.m. that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of the other Owners or occupants.

(e) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Area is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

(f) Pets. No Owner or occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Property, as determined in the Board's discretion.

No Owner or occupant may keep and breed any pet with the sole intent of selling the offspring. Pets may not be left unattended outdoors except in fenced areas. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Property without prior written Board approval as provided in Paragraph 10 hereof. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while off the pet owners lot. Feces left upon the Common Area, or Lot other than Owner's Lot by dogs must be removed by the owner of the dog or the person responsible for the dog.

No potbellied pigs may be brought onto or kept at the Property at any time. No dangerous dogs, determined in the sole discretion of the Board, may be brought onto or kept on the Property at any time by any Lot Owner, occupant, or guest of an Owner or occupant. Any pet which endangers the health of any Owner or occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Property upon seven (7) days' written notice by the Board. If the Owner or occupant fails to comply with such notice, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or

property of any member of the community may be removed by the Board without prior notice to the pet's owner.

(g) Parking. Disabled and stored vehicles are prohibited from being parked on a Lot. For purposes of this paragraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Property outside a garage or driveway for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, buses, and trucks (excluding pick-up trucks and sport utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes), are prohibited from being parked on a Lot or in the Community, except: (1) in garages, paved driveways or areas approved by the Board, or (2), in the case of service vehicles, on a temporary basis during daytime business hours for the purpose of serving a Lot.

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

If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the

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right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(h) Abandoned Personal Property. Personal property, other than an automobile as provided for in subparagraph (g) of this Paragraph, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Area without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's dwelling, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board

shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(i) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Property without the prior written consent of the Board or its designee, except that one professional security sign not to exceed four (4") inches by four (4") inches in size may be displayed on a Lot and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed two (2') feet by two (2') feet in size may be displayed on a Lot being offered for sale or for lease. No "For Sale, For Rent, Open House", or any other sign shall be placed on the Common Area without the written provision of the Board. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Lots announcing births, birthdays, political campaigns or other events for limited periods of time.

(j) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Area, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. Trashcans must be stored out of

sight at all times except on days of collection. Trashcans may be placed at curbside on the night before the collection day and must be removed from curbside by the end of the day of collection.

(k) Unsightly or Unkept Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Community, except within a dwelling. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a dwelling.

(l) Antennas and Satellite Dishes. No transmission antenna, of any kind, may be erected anywhere on the Property without written approval of the Board of Directors or the Architectural Control Committee. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Property, including a Lot. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Property, whether attached to

a home or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

12. ENFORCEMENT.

(a) Authority and Enforcement. The Common Property shall be used only for those uses and purposes set out in this Declaration. Copies of all such rules and regulations shall be furnished to all Members and occupants of Member Lots. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

Every Member and occupant, shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Member Lot Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations through any legal or equitable remedy.

The Board shall have the power to impose reasonable fines against Members, which shall constitute a lien upon the Lot, and to suspend a Member's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Member Lot. If any occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Member and/or occupant. The failure of the

Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in the Bylaws.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Member.

Each Member shall be responsible for ensuring that the Member's family, guests, tenants and occupants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association. In addition to any rights the Association may have against the Member's family, guests, tenants or occupants, the Association may take action under this Declaration against the Member as if the Member committed the violation in conjunction with the Member's family, guests, tenants or occupants.

13. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

14. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

15. AMENDMENT.

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This Declaration may be amended with the affirmative vote, written consent, or any combination thereof, of the Permanent Members holding at least two-thirds (2/3) of the total eligible vote of the Association. Notice of a meeting, if any, for consideration of any amendment hereto shall state the fact of consideration and subject matter of such proposed amendment. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Fulton County, Georgia land records.

16. MAINTENANCE.

The Association shall maintain, keep in good repair and, in the Board's discretion, improve the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all structures, landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

17. GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Common Property; however, each Member, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Common Property. It shall be the responsibility of each Member to protect his or her person and property and all responsibility to provide security shall lie solely with each Member. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) No Discrimination. No action shall be taken by the Association or the Board of Directors which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

(c) Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's 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 of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, 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 members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer 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 coverage is reasonably available.

(d) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or

privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

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18. PREPARER.

This Declaration was prepared by George E. Nowack, Jr., Weissman, Nowack, Curry & Wilco, P.C., Two Midtown Plaza, 15th Floor, 1349 West Peachtree Street, Atlanta, Georgia 30309.

IN WITNESS WHEREOF, the undersigned Lot Owners at Spring Ridge, by execution of this Declaration, do hereby submit the Property described in Exhibit "A" hereto to the terms of this Declaration and to Permanent Membership in the Spring Ridge Homeowners Association, Inc., and, further, the undersigned officers of the Spring Ridge Homeowners Association, Inc., hereby certify that this Declaration was duly adopted by and consented to by the required number of Lot Owners and by the Board of Directors of the Association.

This day of , 2000.

SPRING RIDGE HOMEOWNERS ASSOCIATION, INC.

By:

President

Attest:

Secretary

[CORPORATE SEAL]

Sworn to and subscribed to

before me this day of

, 2000.

Witness

Notary Public

[NOTARY SEAL]

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GEN - February 8, 2006

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[Additional signatory to Declaration]

The undersigned owner(s) is/are the record owner and holder of title in fee simple to a Lot within the Spring Ridge Subdivision in Fulton County, Georgia, located at the address described below, and more particularly shown as Lot _____, as located in Land Lot _____, 1st District, and as shown on the plat of survey for Spring Ridge Subdivision recorded in Plat Book ____, Page ____, Fulton County, Georgia records such plat being incorporated herein by this reference. Owner(s) also consent to passage of the Amended and Restated Bylaws of the Spring Ridge Homeowners Association, Inc.

Owner(s) shall be a Permanent Member of the Association.

Signature of Owner

Signed, sealed and delivered

this ____ day of _____, _____

2000. Print or Type Full Name of Owner

Witness

Notary Public Street Address

[NOTARY SEAL]

Signed, sealed and delivered

this ____ day of _____, _____

2000. Signature of Co-Owner, if any

Witness Print or Type Full Name of Co-Owner

Notary Public

[NOTARY SEAL]

[Signatures continue on following pages]

EXHIBIT "A"

[List of Submitted Lots]

ers	Lot	Plat	Page
	Number	Book	Number

EXHIBIT "B"

Common Property

ALL that tract or parcel of land lying and being in Land Lot 709, 710 and 734 of the 1st District, 2nd Section of Fulton County, Georgia, and being more particularly described as Recreation Area of Spring Ridge Subdivision, Unit Two and consisting of 3.17 acres and being more particularly shown on Plat by Watts & Browning, Engineers, dated February 28, 1979 and being last revised on October 17, 1980, recorded in Plat Book 120, page 29, Fulton County, Georgia Deed Records.

EXHIBIT "C"

STATE OF GEORGIA Index in Grantor Index Owner's Name(s): _____

COUNTY OF FULTON Index in Grantor and Grantee Index Also Under: Spring Ridge Homeowners Association, Inc.

Cross Reference to Owner's Deed: Deed Book _____

Page _____

Cross Reference to

Declaration of Protective

Covenants for Spring Ridge Deed Book _____

Page _____

CONSENT FORM TO THE DECLARATION OF PROTECTIVE COVENANTS

FOR SPRING RIDGE AND OWNER SUBMISSION TO MEMBERSHIP IN

SPRING RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within the Spring Ridge subdivision in Fulton County, Georgia, located at the address described below, and more particularly shown as Lot ____, as located in Land Lot ____, 1st District, __ Section, as shown on the plat of survey for Spring Ridge subdivision recorded in Plat Book ____, Page ____, Fulton County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit Owner's Property to the Declaration of Protective Covenants for Spring Ridge as a Permanent Member of the Association, as defined in the Declaration.

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, all of which shall run with the title to

Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to Permanent Membership (as defined in the Declaration) in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

Signed, sealed, and delivered Signature of Owner

this ____ day of _____,

2000. _____

Print or Type Full Name of Owner(s)

Witness Signature of Co-Owner

Notary Public Street Address

[NOTARY SEAL] _____

THIS PORTION TO BE COMPLETED BY ASSOCIATION UPON RETURN FROM OWNERS:

Approved by:

Signed, sealed, and delivered SPRING RIDGE HOMEOWNERS ASSOCIATION, INC.

this day of , 2000.

By: _____

Witness Its: President

[CORPORATE SEAL]

Notary Public [NOTARY SEAL]