
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

AS AMENDED

FOR

THORNBROOK SUBDIVISION

ABRIDGED VERSION

Developer References Removed For Clarity

Notice:

This edition of the Declaration of Covenants, Restrictions and Easements includes all pertinent Amendments to the Declaration (as of July 2007) in their proper locations and formatted to reflect the conventions used in the original Declaration. Most references to the “Declarant” have been omitted by insertion of [Omitted] in place of the language. The omissions do not affect the meaning or intent of the Declaration because they applied only during the period that the Declarant was in control of the subdivision. Some minor omissions pertaining to the Declarant were not marked for readability of the sentence they were in. In the event that the reader is concerned with legal issues, the reader should obtain the original versions of all documents from the Clerk of the Superior Court, Cobb County, Georgia, or the Secretary of the ThornBrook Homeowners’ Association.

References:

Cobb County Superior Court Clerk Deed Books:

Book 7805 Pages 0140 to 0184 - Declaration of Covenants, Restrictions, and Easements
Book 8350 Pages 0323 to 0336 - Quit Claim Deed and Subordinate Deed to Secure Debt
Book 8436 Pages 0246 to 0249 - First Amendment (extending Covenants to Phase II)
Book 14182 Pages 5997 to 6002 - Second Amendment (Leasing Prohibition Amendment)
Book 14360 Pages 1336 to 1337 - Third Amendment (Capital Contribution Assessment)
Book 14586 Pages 0933 to 0934 - Fourth Amendment (Community-Wide Garage Sales)

TABLE OF CONTENTS

1	DEFINITIONS	7
1.1	<u>Association</u>	7
1.2	<u>Board</u>	7
1.3	<u>By-Laws</u>	7
1.4	<u>Commencement Date</u>	7
1.5	<u>Common Property</u>	7
1.6	<u>Declarant</u>	7
1.7	<u>Development-Wide Standard</u>	7
1.8	<u>Lot</u>	7
1.9	<u>Member</u>	8
1.10	<u>Membership</u>	8
1.11	<u>Occupant</u>	8
1.12	<u>Owner</u>	8
1.13	<u>Parcel</u>	8
1.14	<u>Property</u>	8
1.15	<u>Residence</u>	8
1.16	<u>Restrictions</u>	8
1.17	<u>Structure</u>	8
2	COMMON PROPERTY	9
2.1	<u>Conveyance of Common Property</u>	9
2.2	<u>Right of Enjoyment</u>	9
2.3	<u>Rights of the Association</u>	9
2.4	<u>Conveyance of Common Property By Declarant to Association</u>	10
2.5	<u>Types of Common Property</u>	10
2.6	<u>Delegation of Use</u>	11
2.7	<u>Maintenance</u>	11
3	THORNBROOK SUBDIVISION HOMEOWNERS' ASSOCIATION	11
3.1	<u>Purposes, Powers and Duties of the Association</u>	11
3.2	<u>Membership in the Association</u>	11
3.3	<u>Voting Rights</u>	11
3.4	<u>Board of Directors</u>	12
3.5	<u>Suspension of Membership</u>	12
3.6	<u>Termination of Membership</u>	12
3.7	<u>Voting Procedures</u>	12
3.8	<u>Control by Declarant</u>	12
4	ASSESSMENTS	12
4.1	<u>Covenant for Assessments and Creation of Lien and Personal Obligation</u> ..	12
4.1.7	Capital Contribution Assessment upon Transfer of Lot	13
4.2	<u>Purpose of Assessment</u>	14
4.3	<u>Accumulation of Funds Permitted</u>	14
4.4	<u>Annual Assessment</u>	14
4.5	<u>Special and Parcel Assessment</u>	14

This Document includes all pertinent Amendments and is Abridged by removing
many Developer references which no longer apply.

4.6	<u>Assessment Procedure</u>	15
4.7	<u>Uniform Rate of Assessment</u>	15
4.8	<u>Contribution By Declarant</u> [Omitted]	15
4.9	<u>Effect of Nonpayment of Assessments</u>	15
4.10	<u>Certificate of Payment</u>	16
4.11	<u>Approval by Declarant</u> [Omitted]	16
4.12	<u>Specific Assessments</u>	16
4.13	<u>Fines</u>	16
5	ARCHITECTURAL CONTROL	17
5.1	<u>Architectural Control Committee: Creation and Composition</u>	17
5.2	<u>Purpose, Powers and Duties of the ACC</u>	17
5.3	<u>Officers, Subcommittees and Compensation</u>	17
5.4	<u>Operations of the ACC</u>	17
5.4.1	<u>Meetings</u>	17
5.4.2	<u>Activities</u>	18
5.5	<u>Design Standards</u>	19
5.6	<u>Submission of Plans and Specifications</u>	19
5.7	<u>Approval of Plans and Specifications</u>	20
5.8	<u>Disapproval of Plans and Specifications</u>	20
5.9	<u>Obligation to Act</u>	21
5.10	<u>Inspection Rights</u>	21
5.11	<u>Violations</u>	21
5.12	<u>Certification of Compliance</u>	21
5.13	<u>Fees</u>	22
5.14	<u>Nondiscrimination by ACC</u>	22
5.15	<u>Disclaimer as to ACC Approval</u>	22
5.16	<u>Image Committee</u>	22
6	GENERAL COVENANTS AND RESTRICTIONS	23
6.1	<u>Application</u>	23
6.2	<u>Restriction of Use</u>	23
6.2.2	<u>Leasing Restrictions</u>	23
6.2.2.3	<u>Leasing Permit and Restriction</u>	23
6.3	<u>Resubdivision of Property</u>	26
6.4	<u>Erosion Control</u>	26
6.5	<u>Landscaping</u>	26
6.6	<u>Trees</u>	27
6.7	<u>Temporary Buildings</u>	27
6.8	<u>Signs</u>	27
6.9	<u>Setback</u>	27
6.10	<u>Fences</u>	28
6.11	<u>Roads and Driveways</u>	28
6.12	<u>Antennae, Etc.</u>	28
6.13	<u>Clotheslines, Solar Equipment, Garbage Cans, Etc.</u>	28
6.14	<u>Maintenance</u>	28
6.15	<u>Commercial and Recreational Vehicles and Trailers</u>	28
6.16	<u>Recreational Equipment</u>	29

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

6.17	<u>Non-Discrimination</u>	29
6.18	<u>Animals</u>	29
6.19	<u>Solid Waste</u>	29
6.20	<u>Nuisances</u>	30
6.21	<u>Compost</u>	30
6.22	<u>Mailboxes</u>	30
6.23	<u>Exterior</u>	30
6.24	<u>Vehicles</u>	30
6.25	<u>Garages</u>	30
6.26	<u>Hobbies</u>	30
6.27	<u>Community Garage Sales</u>	30
7	EASEMENTS, ZONING AND OTHER RESTRICTIONS	31
7.1	<u>Easements</u> [Omitted]	31
7.2	<u>Easement Area</u> [Omitted]	31
7.3	<u>Entry</u> [Omitted]	31
7.4	<u>Zoning and Private Restrictions</u>	31
8	ENFORCEMENT	31
8.1	<u>Right of Enforcement</u>	31
8.2	<u>Right of Abatement</u>	32
8.3	<u>Specific Performance</u>	32
8.4	<u>Collection of Assessments and Enforcement of Lien</u>	32
	8.4.3 <u>WAIVER</u>	33
8.5	<u>No Waiver</u>	33
9	DURATION AND AMENDMENT	33
9.1	<u>Duration</u>	33
9.2	<u>Amendments by Declarant</u>	33
9.3	<u>Amendments by Association</u>	34
10	ANNEXATION AND FUTURE DEVELOPMENT	34
10.1	<u>Annexation</u>	34
10.2	<u>Future Development</u>	34
11	MISCELLANEOUS	34
11.1	<u>No Reverter</u>	34
11.2	<u>Severability</u>	34
11.3	<u>Headings</u>	34
11.4	<u>Gender</u>	34
11.5	<u>Notices</u>	34
11.6	<u>No Liability</u>	35
11.7	<u>Insurance</u>	35
11.8	<u>Construction and Sale Period</u> [Omitted]	36
11.9	<u>Notice of Sale</u>	36
12	MORTGAGEE PROVISIONS	36
12.1	<u>Notices of Action</u>	36

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

12.2	<u>No Priority</u>	37
12.3	<u>Notice to Association</u>	37
12.4	<u>Amendment by Board</u>	37
12.5	<u>Applicability of Section 12</u>	37
12.6	<u>Failure of Mortgagee to Respond</u>	37
Signature Page		38
Exhibit A		39

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THORNBROOK SUBDIVISION**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THORNBROOK SUBDIVISION is made this the 18 day of November, 1993, by **THORNBROOK DEVELOPMENT, INC.**, a Georgia Corporation (hereinafter referred to as "Declarant"),

BACKGROUND STATEMENT

Declarant is the owner of certain real property in Cobb County, Georgia, which is more particularly described on the attached Exhibit "A", which is made a part hereof by reference.

Declarant intends to develop on certain land, including the real property described above, a development to be known as ThornBrook Subdivision (hereinafter referred to as the "Development"). Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within ThornBrook Subdivision, the planned unit development made subject to this Declaration, by the recordation of this Declaration and amendments thereto. Declarant desires to provide a flexible and reasonable procedure for the overall development of ThornBrook Subdivision and the interrelationship between the Association (as hereinafter defined) established pursuant to this Declaration, and any non-residential areas which may become a part of ThornBrook Subdivision. Declarant also desires to establish a method for the administration, maintenance, preservation, use and enjoyment of the property that is now or hereafter subjected to this Declaration and certain other properties described in this Declaration.

Declarant has caused, or will cause, the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined).

Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to this Declaration of Covenants, Restrictions and Easements, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined). The Covenants, Restrictions and Easements set forth herein shall run with the Property, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

1 DEFINITIONS

The following words, when used in this Declaration of Covenants, Restrictions and Easements, shall have the following meanings:

1.1 Association. "Association" means ThornBrook Homeowners' Association, Inc. (a non-profit, non-stock, membership corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

1.2 Board. "Board" means the Board of Directors of the Association.

1.3 By-Laws. "By-Laws" mean the By-Laws of the Association.

1.4 Commencement Date. "Commencement Date" means the date on which the first residence is sold to a third party other than Declarant or the builder of such Residence.

1.5 Common Property. "Common Property" means all real property (together with any and all improvements now or hereafter located thereon) owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

1.6 Declarant. "Declarant" means ThornBrook Development, Inc., a Georgia corporation, and its successors-in-title and assigns, provided any such successors-in-title or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property of the real property described in Exhibit "A", or the real property which is intended to become part of the Development, and provided further, except in case of foreclosure, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A" attached hereto, and which is now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at anyone time.

1.7 Development-Wide Standard. "Development-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Development. Such standard may be more specifically determined by the Board and by committee required or permitted to be established pursuant to the Declaration and By-Laws. Such determination, however, must be consistent with the Development-Wide Standard originally established by the Declarant.

1.8 Lot. "Lot" means any parcel of land shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Cobb County, Georgia, covering any portion of the Property, provided, however, that no portion of the Common Property shall ever be a Lot except as provided in Section 2.5 herein.

1.9 Member. "Member" means any member of the Association.

1.10 Membership. "Membership" means the collective total of all Members of the Association.

1.11 Occupant. "Occupant" shall mean any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

1.12 Owner. "Owner" means the record owner (including "Declarant"), whether one or more persons or entities, of a fee simple title to any Lot; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.13 Parcel. "Parcel" shall mean and refer to separately designated residential areas comprised of various types of housing initially or by annexation made subject to the Declaration. For example, and by way of illustration and not limitation, a condominium development, a townhouse development, an apartment complex, and a single family detached home subdivision may all be designated as separate Parcels. If a separate Parcel status is desired, the Declarant shall designate in an amendment to this Declaration subjecting the property to the terms and conditions of this Declaration that such property shall constitute a separate parcel or parcels. In the absence of specific designation of separate Parcel status, all property made subject to this Declaration shall be considered a part of the same parcel. The Board may also grant Parcel status to any area if so requested in writing by the Owners holding at least seventy-five percent (75 %) of the total vote entitled to vote thereon in such area.

1.14 Property. "Property" means that certain real property hereinabove described together with such additional real property as may be subjected to the provisions of this Declaration in accordance with the provisions of Section 10 hereof.

1.15 Residence. "Residence" shall mean a structure situated upon a Lot intended for independent use and occupancy as a residence for a single family. A structure and the land owned as a part thereof (the Lot) shall not become a Residence until a certificate of occupancy shall have been issued by the appropriate governmental authorities as a prerequisite to the occupancy of such Residence, and until the Lot and structure located thereon shall have been conveyed to a third party other than the builder thereof. The Owner of a Residence shall notify the Association or its designee immediately upon issuance of a Certificate of Occupancy for the Residence.

1.16 Restrictions. "Restrictions" mean all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.17 Structure. "Structure" means:

1.17.1 any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop, cage, covered or uncovered patio,

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

swimming pool, dock, fence, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot;

1.17.2 any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

1.17.3 any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection 1.17.2 applies to such change.

2 COMMON PROPERTY

2.1 Conveyance of Common Property.

2.1.1 [Omitted]

2.1.2 [Omitted]

2.1.3 [Omitted]

2.1.4 [Omitted]

2.1.5 [Omitted]

2.1.6 [Omitted]

2.2 Right of Enjoyment. Every Owner of a Residence shall have a non-exclusive right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may. permit persons who are not Owners of Residences to 'use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 2.2 is subject to suspension by the Association as provided in Sections 2.3.6 and 3.5. The Board shall have the right to promulgate rules and regulations governing the use of any- Common Property. Provided however, no Owner shall have a right of easement over or across any other Owner's property for access or enjoyment of a lake or gazebo, except as may specifically be set forth on the recorded Plat of the Property.

2.3 Rights of the Association. The rights and privileges conferred in Section 2.2 hereof shall be subject to the right, and where applicable, the obligation, of the Association acting through the Board to:

2.3.1 promulgate rules and regulations relating to the use, operation and maintenance of the Common Property.

2.3.2 borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of the Common Property, and in aid thereof, to encumber by deed to secure debt, mortgage or other security interest, any or all of the Association's property, including Common Property and revenues from assessments, user fees and other sources; and provided, however, that, during the period when the Declarant has the right to appoint members of the Board, the Association shall

not deed, grant or convey to anyone any mortgage, deed to secure debt or other security interest on or in Common Property constituting real estate without approval by Declarant and a two-thirds (2/3) vote of the Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the By-Laws of the Association;

2.3.3 grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system;

2.3.4 dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a two-thirds (2/3) vote of the Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the By-Laws of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority;

2.3.5 charge reasonable fees in connection with the admission to and use of facilities or services by Members and non-members; provided that in setting any such fee, the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

2.3.6 suspend, pursuant to Section 3.5, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.2;

2.3.7 to sell, lease or otherwise convey all or any part of its properties and interests therein;

2.3.8 enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof; and

2.3.9 maintain any and all landscaping treatments previously installed by the Declarant, to the extent that such landscaping is not otherwise maintained by the appropriate county and/or municipal entity having jurisdiction over the roads and streets for Cobb County, Georgia.

2.4 Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved property, leasehold, easement or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all of its Members.

2.5 Types of Common Property At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

(2/3) vote of the Members of the Association, be used for any difference purpose or purposes without the prior written consent of the Declarant.

2.6 Delegation of Use. Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the By-Laws, subject to the terms and conditions of this document, his right to use and enjoy the Common Property.

2.7 Maintenance. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain grass and other landscaping located along or in the dedicated rights of way which were installed and maintained by Declarant, to the extent permitted by the applicable governmental authority. In addition, the Association shall maintain the entrance features of the Development. The foregoing maintenance shall be performed consistent with the Development-Wide Standard.

The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Community, and to enter into easements and covenants to share cost agreements regarding such property where the Board has determined that this would benefit the Owners.

3 THORNBROOK SUBDIVISION HOMEOWNERS' ASSOCIATION.

3.1 Purposes, Powers and Duties of the Association. The Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the people of the Development. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the people of the Development. To the extent, and only to the extent, necessary to carry out such purposes, the Association: (a) shall have all of the powers of corporation organized under the Georgia Nonprofit Corporation Code; and (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration, [omitted].

3.2 Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration of Covenants, Restrictions and Easements. For purposes of voting there shall be two (2) classes of Members, as set forth in Section 3.3.

3.3 Voting Rights.

Each Owner of a Residence, [omitted] shall be a Class A Member and shall be entitled to one (1) Class A vote per Residence. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association.

3.3.2 [Omitted]

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

3.3.3 [Omitted]

3.4 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of the Directors shall be set forth in the By-Laws of the Association.

3.5 Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

3.5.1 shall be subject to the Right of Abatement, as defined in Section 8.2 by reason of having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards of the ACC (as hereinafter defined) within thirty (30) days after having received notice of the same pursuant to the provisions of Section 5.11 or 8.2 hereof;

3.5.2 shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Section 4 hereof; or

3.5.3 shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property. Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in this subsection, the suspension shall be for a period exceeding sixty (60) days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

3.6 Termination of Membership. Membership shall cease only when a person ceases to be an Owner.

3.7 Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the By-Laws of the Association, as each shall from time to time be in force and effect.

3.8 Control by Declarant.

3.8.1 [Omitted]

3.8.2 [Omitted]. The Association may exercise any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

4 ASSESSMENTS.

4.1 Covenant for Assessments and Creation of Lien and Personal Obligation. Each Owner of a Residence, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Residence, whether or not the covenants contained herein shall be expressed in any such deed, does hereby covenant

and agree as follows:

4.1.1 to pay to the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Residences owned by him;

4.1.2 to pay to the Association any special assessments for improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Residences owned by him;

4.1.3 that there is hereby created a continuing charge and lien upon all residences owned by him against which all such assessments are made to secure payment of such assessments and any interest thereon as provided in Section 4.9 hereof and costs of collection including reasonable attorneys' fees;

4.1.4 that such continuing charge and lien on such Residence binds such Residence in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter arise in any manner or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (i) such liens for taxes or other public charges as by applicable law are made superior, and (ii) all deeds to secure debt given to secure a loan, the proceeds of which are used (1) to purchase a Residence or Residences (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of such Structures.

4.1.5 that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Residence from liability for any assessment thereafter assessed;

4.1.6 that all annual, special and specific assessments (together with interest thereon as provided in Section 4.9 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Residence owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Residence as provided in Section 4.1.3 of this Declaration) a personal obligation which will survive any sale or transfer of the Residence owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

4.1.7 Capital Contribution Assessment Upon Transfer of Units. In addition to all other assessments, fees and charges provided for herein, the purchaser or grantee of every Lot shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment") upon any and each conveyance or transfer of the Lot to any person other than to the spouse or heir of the Owner. The Capital Contribution Assessment shall be an amount equal to the annual assessment each year. The Capital Contribution Assessment shall not constitute an advance payment of annual assessments. The Capital Contribution Assessment shall be due and payable at the time of each such conveyance or transfer, and the Assessment shall be collected at the closing of each such conveyance or transfer.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used for the purpose of providing for the common good and general welfare of the people of the community of the Development, including, but not limited to, security, the acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association and the payment of all principal and interest when due on all debts owed by the Association, all as may be more specifically authorized from time to time by the Board.

4.3 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem desirable for the greater financial security of the Association and the effectuation of its purposes.

4.4 Annual Assessment.

4.4.1 [Omitted]. The words "Assessment Year" as used herein shall mean the calendar year with the first Assessment Year commencing on January 1 of the year immediately following the Commencement Date.

4.4.2 Commencing with the first Assessment Year and continuing thereafter, the annual assessment may be increased at any time and from time to time during each Assessment Year not more than ten percent (10%) above the annual assessment for the previous Assessment Year without a vote of the Membership.

4.4.3 Commencing with the first Assessment Year and continuing thereafter, the annual assessment for each Assessment Year may at any time and from time to time be increased more than ten percent (10%) above the maximum annual assessment for the previous Assessment Year if such increase is approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration.

4.5 Special and Parcel Assessments.

4.5.1 In addition to the annual assessments authorized by this Section 4, the Association may levy, in any Assessment Year and with such frequency as the Association shall deem necessary, special assessments for the purpose of paying, in whole or in part, any unanticipated operating expenses, as well as the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property. Such special assessments may be levied by the Board in any Assessment Year without the approval of the members, which special assessments in the aggregate do not exceed an amount equal to the annual assessment then in effect. Special assessments exceeding said amount shall require the approval of two-thirds (2/3) of the Members of the Association who are present in person or by proxy at

a meeting of the Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration.

4.5.2 The Association shall also be authorized to levy, in any Assessment Year and with such frequency as the Association shall deem necessary, Parcel Assessments for the purpose of paying, in whole or in part, the cost of estimated expenses for the sole benefit of a particular Parcel, which Parcel Assessments shall be allocated equally among the Residences in a Parcel.

4.6 Assessment Procedure.

4.6.1 The Board shall establish the annual assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Section 4, and shall also establish the date during the Assessment Year on which the annual assessment shall be due and payable (such date is hereinafter referred to as the "Due Date"). The Board shall also establish an annual budget which shall list the estimated operating expenses and shall contain an amount to be set aside each year into a reserve allowance to be used for future repair and replacement of the Common Property; provided, however, in no event shall the Board be required to provide for a reserve sufficient to cover all such future repair and replacement of the Common Property, it being intended that portion of such costs will be covered by Special Assessment. The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the Due Date written notice setting forth the amount of the annual assessment and the Due Date. The annual assessment shall become due on the thirtieth (30th) day following the mailing of such written notice, or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special improvements for capital improvements, which may be levied in accordance with the provisions of this Section 4.

4.6.2 All Members of the Association shall be given written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Members of the Association at which the Board shall propose taking action pursuant to this Section 4. Such written notice shall specify under which Section or Sections the Board will propose action. At such meeting, the presence of Members or of proxies entitled to cast fifty percent (50%) of the total votes outstanding shall constitute a quorum. If the required quorum is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement, and the required quorum at such second meeting shall be thirty percent (30%) of the total votes outstanding. No such second meeting shall be held more than sixty (60) days following the first meeting. If the required quorum is not present at the second meeting, the Board may take such action without approval of the Members.

4.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residences.

4.8 Contribution By Declarant. [Omitted]

4.9 Effect of Nonpayment of Assessments. Any Assessment, which is not paid

on or before the Due Date shall bear interest after the Due Date at the lower of the (i) the highest legal rate of interest which can be charged, (ii) the rate of eighteen (18 %) percent per annum, or (iii) the rate as the Board may from time to time establish. Provided, however, in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. In the event of default in the payment of anyone or more installments of an assessment, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including reasonable attorneys' fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Residence enforceable in accordance with the provisions of this Declaration.

4.10 Certificate of Payment. Upon written demand by an Owner, the Association shall, within a reasonable period of time, issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interests and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate, and may require said charge payable prior to the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

4.11 Approval by Declarant. [Omitted]

4.12 Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Except for expenses incurred for maintenance repair of items, which are the maintenance responsibility of the Association, The Board may not specifically assess Owners for the following expenses:

4.12.1 Expenses of the Association which benefit less than all of the residences, which may be specifically assessed equitably among all of the Residences which are benefited according to the benefit received; and

4.12.2 Expenses incurred by the Association pursuant to Section 6.14 hereof, except that those expenses may be assessed against the individual Owner(s) involved as set forth in Section 6.14.

4.13 Fines. Reasonable fines as may be imposed in accordance with the terms of the Declaration and By-Laws.

5 ARCHITECTURAL CONTROL.

5.1 Architectural Control Committee: Creation and Composition.

5.1.1 An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) nor more than five (5) individuals, providing, however, that the ACC shall always have an uneven number of members. [Omitted]. [T]he Board shall appoint the members of the ACC. All costs of operating the ACC may be born by the Association.

5.1.2 [Omitted]. [E]ach member of the ACC shall be appointed for a calendar year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall, subject to the provisions of Section 5.1.1, be filled by the Board. Said vacancy shall be filled at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect upon receipt thereof by the Chairman. Any member of the ACC may be removed at any time with or without cause by the Board.

5.2 Purpose. Powers and Duties of the ACC. The purpose of the ACC is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for approval (1) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the ThornBrook Subdivision Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including without limitation, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

5.3 Officers. Subcommittees and Compensation. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACC as they shall from time to time deem necessary. The members of the ACC shall be reimbursed by the Association for traveling expenses and other reasonable out-of-pocket costs incurred in the performance of their duties as members of the ACC.

5.4 Operations of the ACC.

5.4.1 Meetings. The ACC shall hold regular meetings at least once every twelve (12) months or more often as established by the ACC. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such times and at such places as the ACC may specify. Notice of each regular or special meeting of the ACC shall be mailed to each member thereof at his residence or usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called.

Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting, and shall constitute a waiver of any and all objections to the form and sufficiency of the notice of said meeting, any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except, when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Secretary. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all members of the ACC and filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

5.4.2 Activities.

5.4.2.1 The ACC shall adopt and promulgate the Design Standards described in Section 5.5 hereof and shall, as required, make findings and determinations, rulings and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of the Declaration. The ACC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

5.4.2.2 Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC on its own motion or appeal by the applicant to the ACC as provided in this subsection 5.4.2.2. Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after the receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding. During the time period in which the ACC is reconsidering the matter, the ACC's decision shall be stayed and no action may be taken in accordance with said decision.

5.5 Design Standards.

5.5.1 The ACC shall from time to time, adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

5.5.1.1 governing the form and content of plans and specifications' to be submitted to the ACC for approval pursuant to the provisions of this Declaration;

5.5.1.2 governing the procedure for such submission of plans and specifications;

5.5.1.3 establishing guidelines with respect to the approval and disapproval of (1) design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures, (2) the size, location, type, coloration and appearance of any allowed signage, including without limitation "For Sale", "For Rent" and "For Lease" signs, and (3) all other matters that require approval by the ACC pursuant to this Declaration;

5.5.1.4 assuring the conformity and harmony of external design and the general quality of the ThornBrook Subdivision.

5.5.2 The ACC shall make a copy of its Current Design Standards, as they may exist from time to time, readily available to Members and prospective Members of the Association, and to all applicants seeking the ACC's approval. Provided however, the expense of copying all or any portion of the written Design Standards shall be born by the person or persons requesting a copy thereof.

5.6 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, but not limited to:

5.6.1 a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways, easements, and parking spaces, including the number thereof and all siltation and erosion control measures;

5.6.2 a foundation plan;

5.6.3 a floor plan;

5.6.4 exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;

5.6.5 specifications of materials, finishes and color schemes, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures;

5.6.6 plans for landscaping, grading, and if requested, water run-off; and

5.6.7 Name of builder or contractor.

5.7 Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, two (2) copies of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed to be a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Construction of a Structure on any Lot, or any approved alterations or other Structure shall commence within ninety (90) days from the approval of the plans and specifications by the ACC. The exterior of all Structures shall be completed within six months after the construction of the same shall have been commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, floods, lightning, earthquakes or other casualties; and notwithstanding the foregoing provision, the exterior of all Structures shall be completed within one year after the construction of such Structure shall have commenced. During the time when construction is halted, the Owner and any builder shall use all reasonable means to keep the Lot reasonably free from construction debris and trash.

5.8 Disapproval of Plans and Specifications. The ACC shall have the sole right and absolute discretion to disapprove any plans and specifications submitted pursuant to this Declaration for any reason, including but not limited to the following:

5.8.1 the failure to include information in such plans and specifications as may be reasonably requested;

5.8.2 the failure of such plans or specifications to comply with this Declaration or the Design Standards;

5.8.3 any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for ThornBrook Subdivision as set forth in the Design Standards or the Development-Wide Standard, or (ii) as to location, to be incompatible with the topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans

and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the ACC shall, upon request, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.9 Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

5.10 Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times, enter upon any Lot or Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.11 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If the construction or alteration of any Structure or Lot shall not proceed with reasonable diligence toward completion once begun, said construction or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If, in the opinion of the ACC, such violation shall have occurred, the ACC shall notify the Association and the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.2 hereof.

5.12 Certification of Compliance.

5.12.1 Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate Of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

5.12.2 Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

5.12.3 The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation.

5.13 Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of review of plans and of inspections performed pursuant to Section 5.10. The fee shall be established from time to time by the ACC and published in the Design Standards.

5.14 Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ACC, in the exercise of its powers granted pursuant to this Declaration, shall not take any action, the intent or effect of which is discriminate against persons of a particular race, color, sex, religion, age or national origin.

5.15 Disclaimer as to ACC Approval. Plans and specifications are not reviewed for engineering or structural design or quality of materials, and by the Declarant, approving such plans and specifications, neither the ACC, the members thereof, nor the Association assumes liability or responsibility thereof, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the ACC, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to the Owner of property affected by these Restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ACC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quits, claims and covenants not to sue said persons or entities for any claim, demand, or cause of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

5.16 Image Committee. At any time, the ACC may establish an image committee (the "Image Committee") which shall be composed of one (1) member of the ACC and two (2) Members of the Association, other than Declarant, which shall be responsible for the review and approval process for alterations and modifications of existing Structures as required pursuant to Section 5.6, and shall have such other responsibilities as may be delegated to the Image Committee by the ACC, provided, however, in all instances the ACC shall the right to veto any action or decision of the Image Committee.

6 GENERAL COVENANTS AND RESTRICTIONS.

6.1 Application. The covenants and restrictions contained in this Section 6 shall pertain and apply to all Lots and to all Structures erected, maintained or placed thereon.

6.2 Restriction of Use.

6.2.1 Lots shall be used for single-family residences only and for no other purpose. No business or business activity shall be carried out, in or upon any Residence.

6.2.2 Leasing Restrictions

6.2.2.1 General Provisions. In order to protect the equity of the individual Lot Owners at Thornbrook, and to carry out the purpose for which the Community was formed by preserving the character of the Community as a homogenous residential community of predominantly owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by this Article. ***Except as otherwise provided herein, leasing of Lots after the Effective Date of this amendment shall be prohibited.***

6.2.2.2 Definitions.

6.2.2.2.A. "Grandfathered Owner" means an Owner of a Lot who is lawfully leasing his or her Lot on the Effective Date. Grandfathering shall apply only to the Lot owned by that Grandfathered Owner on the Effective Date. Grandfathering hereunder shall continue only until the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner's spouse), or (2) the date that all current occupants of the Grandfathered Owner's Lot vacate and cease to occupy the Lot. Upon the happening of either event, the Lot shall automatically lose grandfathering hereunder.

6.2.2.2.B. "Grandfathered Lot" means the Lot owned by a Grandfathered Owner on the Effective Date hereof.

6.2.2.2.C. "Leasing" means the regular, exclusive occupancy of a Lot by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner, or (2) a person who occupies the Lot with the Owner or parent, child or spouse of the Owner occupying the Lot as his or her primary residence.

6.2.2.3 Leasing Permit and Restriction. No Owner of a Lot may lease his or her Lot unless: (1) the Owner is a Grandfathered Owner, or (2) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below.

6.2.2.3.A Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Community if the permit is approved, (3) the number of hardship leasing permits which

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Owner.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) an Owner dies and the Lot is being administered by his or her estate; or (3) an Owner takes a leave of absence or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the Lot within one (1) year.

Hardship leasing permits shall be valid only as to a specific Owner and Lot and shall not be transferable to other Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor-in-title). Hardship leasing permits shall be valid for a term approved by the Board, not to exceed one (1) year. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant.

Hardship leasing permits shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Lot within ninety (90) days of the permit having been issued; or (3) the failure of an Owner to have his or her Lot leased for any consecutive ninety (90) day period thereafter.

6.2.2.4 Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:

6.2.2.4.A Notice. At least seven (7) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of that lease. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any Association rules.

6.2.2.4.B General. Lots may be leased only in their entirety; no rooms or fractions of Lots may be separately leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; rather, the Board's approval shall be limited to the form of the proposed lease.

6.2.2.4.C Liability for Assessments; Compliance. Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the

Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

6.2.2.4.C (i) Compliance with Declaration, Bylaws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, Bylaws and Association rules and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of this Article or if the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner and to suspend all voting and/or Common Property use privileges of the Owner, Occupants and unauthorized tenant(s).

If a Lot is leased or occupied in violation of this Paragraph, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Lot.

6.2.2.4.C (ii) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

6.2.2.4.C (iii) Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. 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 Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

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

6.2.3 Intentionally Omitted (per Amendment #2).

6.2.4 All Provisions of the Declaration, By-Laws, any rules and regulations, design standards, and all regulations which govern the Owner and which provide for sanctions against Owners shall also apply to all persons who occupy the property (the "Occupants"), even though Occupants are not specifically mentioned.

6.3 Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarant or the Owners of any Lots from combining two or more Lots into one Lot for construction of a single Residence thereon; provided, however, that such combined Lot may not be subdivided thereafter and further provided that the Owner of the Residence on such Lot shall be responsible for annual and special assessments based upon the number of Lots combined into one Lot. Further Provided, that Declarant may, if Declarant is the record title holder of a Lot adjacent to another Lot owned by Declarant, or if owned by an Owner with such Owner's consent, adjust the boundary line between such Lot or Lots as may be reasonably necessary to carry out the development of such Lot or Lots.

6.4 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, but are not limited to, physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 6.5. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ACC.

6.5 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure may be included in the Development Guidelines of the ACC. An decorative appurtenance such as sculptures, bird bathes, fountains, gazebos, or other decorative embellishments which are visible from the street must be approved by the ACC.

6.6 Trees. Unless a tree is suffering from disease or is dead, no tree having a diameter of three (3) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 6.5 herein. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards of the ACC.

6.7 Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications approved by the ACC. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot. Provided however, the ACC may, in its sole discretion, waive this requirement for temporary construction trailers

6.8 Signs.

6.8.1 No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefore, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

6.8.1.1. such signs as may be required by legal proceedings;

6.8.1.2. such permits as may be required by a governmental entity;

6.8.1.3. not more than one "For Sale" sign, such sign having a maximum face area of four square feet; provided that such sign may only be displayed in the front yard of a Lot; and further provided that if, at the time of any desired use of such sign, the Association is making "For Sale" signs available for the use of Owners or their agents, the signs made available by the Association must be used;

6.8.1.4. directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC.

6.8.2 "For Rent" or "For Lease" signs are prohibited.

6.8.3. In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC.

6.8.4 All signs, including without limitation, "For Sale" signs, must designed, placed and maintained in accordance with the Development-Wide Standard.

6.9 Setbacks. In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such Structure. Guidelines for setbacks may be included in the Design Standards of the ACC. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks. The ACC shall have the right, in its sole discretion, to waive or vary setback requirements.

6.10 Fences. No fence or wall of any kind shall be erected, maintained or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls. Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards of the ACC. Absent specific written waiver from the ACC, all wood fences must be installed so that the finish side of the fence faces outward from the Owner's Lot, so that the support structure side of the fence should face the Owner's Lot.

6.11 Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications for such road or driveway. Guidelines relating to the design and location of roads and driveways may be included in the Design Standards of the ACC.

6.12 Antennae, Etc. No exterior television radio antennae or satellite dish or receiver, or solar equipment of an sort shall be laced, allowed or maintained upon any portion of a Structure or Lot without prior written approval by the ACC. No antennae shall be installed or used for the purpose of transmitting electronic signals.

6.13 Clotheslines, Solar Equipment. Garbage Cans. Etc. All clotheslines, equipment, garbage cans, woodpiles and solar equipment shall be kept screened by adequate planting and/or fencing so as to conceal them from view of neighboring residences and from the streets. Such materials may only be maintained in the rear yard on a Lot. No exposed above-ground tanks for the storage of fuel, water or any other substance shall be located on any Lot.

6.14 Maintenance. Each Owner shall keep and maintain each Lot and Structure owned directly or indirectly by him, as well as all landscaping located thereon, in good condition and repair, in a neat and attractive condition, and in accordance with the Development-Wide Standard, including but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic; (iv) prompt removal of all litter, trash, refuse and waste, and (v) lawn mowing on a regular basis. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curbing of the right-of-way bordering said Lot. If, in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action of actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 8.2 hereof. Provided however, in cases of emergency involving a threat to human life or well being, the Association shall have the right to shorten the thirty (30) day period as conditions may require. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

6.15 Commercial and Recreational Vehicles and Trailers. No commercial vehicle, house trailer, mobile home, motor home, recreational vehicle, camper, (but not including a

pickup truck with or without camper top), boat or boat trailer or like equipment shall be permitted on an Lot on a permanent basis but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours.

6.16 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the ACC. Basketball goals may only be placed so that they are not visible from the street, and shall not be placed on the front of the structure at any time. No above ground pools shall be allowed. All swimming pools, hot tubs and spas must be approved by the ACC. All play equipment (excepting basketball poles) must be wood construction, environmentally and aesthetically compatible, and approved by the ACC. All pole mounted basketball goals must be mounted on black poles and have backboards either clear or white.

6.17 Non-Discrimination. No Owner or person authorized to act for an Owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any Lot to any person because of race, color, religion, sex, age or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

6.18 Animals. No agricultural animals may be kept on any Lot and no animals, including birds, insects, and reptiles may be kept on any Lot unless kept thereon solely as household pets and not for any commercial purpose whatsoever. Household pets shall be limited to a reasonable number. No animal shall be allowed to become or remain a nuisance: No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have been approved by the ACC. Dogs which are household pets shall, at all times whenever they are outside a residence, be on a leash or otherwise confined in a manner acceptable to the Board. Without limiting the foregoing, no pet that has caused damage or injury may be walked in the Development. No stable, poultry house, rabbit hut or other similar yard structure, with the exception of a doghouse, shall be constructed or allowed to remain on any Lot. The installation, construction or maintenance of other pet houses or pet runs shall be made only with the approval of the ACC. In all cases, the Owner shall take all steps necessary to reduce or eliminate any odors which arise as a result of a pet or pets being kept on the premises.

6.19 Solid Waste.

6.19.1 No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

6.19.2 Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

6.19.3 Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.

6.19.4 If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. Such containers shall remain concealed at all other times. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Standards.

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

6.21 Compost. No compost pile or piles shall be maintained or allowed to accumulate on any Lot.

6.22 Mailboxes. All mailboxes and mailbox posts ("Mailbox") shall conform in design and material as designated by the Design Standards. Only one mailbox may be located on any lot. The mailboxes shall be maintained by the Owner to complement the neighborhood, and shall be installed only with the approval of the ACC. In the event any mailbox is destroyed or damaged, it shall be promptly repaired or replaced by the Owner.

6.23 Exterior. Except as may be permitted by the ACC, no window air-conditioning units shall be installed which are visible from any street. Except for seasonal Christmas decorative lights all exterior lights must be approved by the ACC. All exterior lights shall be properly maintained by the Owner at all times. If the Residence includes garage doors, they shall remain closed at all times except during times of ingress and egress from the garage.

6.24 Vehicles. Adequate off-street parking shall be provided by the Owner of each Lot for the parking of vehicles, and no owner shall park any vehicle (including, without limitation, boats, campers, motorcycles, scooters and vehicles of any and every description) on the streets of the Development as a matter of course. No vehicle may be left upon any portion of the Development, except in a garage or other area designated by the Board, for a period longer than five (5) days. No vehicles shall be parked on the grassed areas or taken off of the driveways or streets. No vehicles shall be parked within a front yard unless such front yard is part of a driveway, turnaround, garage or carport approved by the ACC.

6.25 Garages. Garage doors shall not be removed at any time. [Omitted].

6.26 Hobbies. The pursuit of hobbies or other activities, including without limitation, the assembly or disassembly of motor vehicles and other mechanical devices, or other activities which might tend to be disorderly or unsightly shall not be pursued or undertaken in the front yard of any Lot or in any driveway, garage, carport or other place where such activity is visible from the street.

6.27 Community Garage Sales. No Individual garage/yard sales of any nature shall be permitted. Community-wide Garage Sales may be approved by the Board of Directors for a maximum of two weekends per calendar year, one each in the spring and in the fall. The Board of Directors may set rules and regulations from time to time, governing the conduct of garage sales. All costs shall be borne by the participating Lot Owners equally.

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

7. EASEMENTS, ZONING AND OTHER RESTRICTIONS.

7.1 Easements. [Omitted].

7.2 Easement Area. [Omitted].

7.3 Entry. [Omitted].

7.4 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

8. ENFORCEMENT.

8.1 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) [Omitted], (ii) the Association, or (iii) each Owner, his legal representatives, heirs, successors and assigns.

8.2 Right of Abatement.

8.2.1 Except where different notice provisions are provided in Sections 5.11 and 6.14 herein, in the event of a violation or breach of any Restriction contained in this Declaration, the Association shall give written notice by Certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said notice (or earlier, as provided in Section 6), then the Association shall have the Right of Abatement.

8.2.2 The Right of Abatement as used in this Section and in Sections 5.11 and 6.14 hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry, providing such entry and such actions are carried out in accordance with this Section. The costs of such entry and action, including the costs of collection and reasonable attorneys fees, together with interest thereon at the lower of the highest rate permitted by law, or eighteen (18%) percent per annum, shall be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provision of Section 8.4 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only: (i) such liens for

taxes or other public charges as are by applicable law made superior; (ii) the liens created by Section 4.1 hereof, and (iii) all deeds to secure debt given to secure a loan, the proceeds of which are used (1) to purchase a Lot or Lots, together with any and an Structures which may from time to time be placed or located thereon, and (2) to finance the construction, repair or alteration of Structures.

8.3 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns by reason of a violation of or failure to perform any of the obligations provided by this Declaration. Accordingly, any beneficiary hereof shall be entitle to relief by way of injunction or decree of specific performance, as well as any other relief available at law or in equity to enforce the provisions hereof.

8.4 Collection of Assessments and Enforcement of Lien.

8.4.1 If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

8.4.2 As an additional remedy, but in no way as a limitation of the remedies provided herein, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Cobb County Courthouse to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriffs advertisements for Cobb County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or its assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and its assigns the agent and attorney in fact of each Owner to make such recitals and to execute such deeds and conveyances as are necessary to carry out the purposes of this Section. Each Owner hereby covenants and agrees that the recitals and conveyances so made by the Association or its assigns shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and the conveyance to be made by this Association or its assigns shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or its assigns shall collect the proceeds of such sale, and after reserving there from the entire amount of assessments, interest, cost or other charge due, together with all costs and expenses of sale, and fifteen percent (15 %) of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the

remedies for collection of said indebtedness as provided by law.

8.4.3 WAIVER. EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION. OWNER HEREBY WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

8.5 No Waiver. The failure of the Association or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

9. DURATION AND AMENDMENT.

9.1 Duration. This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Cobb County, Georgia, after which time this Declaration and the Restrictions shall be automatically renewed for successive periods of ten (10) years, provided however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the office of the Clerk of the Superior Court of Cobb County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds (2/3) vote of those Class A Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association.

9.2 Amendments by Declarant. [Omitted]

9.3 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 9.2 hereof, shall be proposed and adopted only in the following manner:

9.3.1 Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.

9.3.2 At such meeting, a resolution adopting a proposed amendment may be

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

proposed by either the Board or by a Member or Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association, provided however, (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee, [Omitted].

9.3.3 The agreement of the required percentage of the Owners and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment. [S]uch amendment may be evidenced by the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the Amendment itself.

10. ANNEXATION AND FUTURE DEVELOPMENT.

10.1 Annexation. [Omitted]. [N]o real property may be annexed to the Property unless such annexation is approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association.

10.2 Future Development. [Omitted].

11 MISCELLANEOUS.

11.1 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

11.2 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof and the offending provision shall be severed from this Declaration.

11.3 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the covenants of this Declaration.

11.4 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and the neuter gender, as well as the singular, the plural and vice versa where the context so requires.

11.5 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the ACC, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

(a) As to Declarant:

ThornBrook Development, Inc.
c/o The Grayson Group, Inc.

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

4985 Lower Roswell Road
Marietta, Georgia 30068

(b) As to Association:

ThornBrook Homeowners' Association, Inc.
P.O. Box 671362
Marietta, GA 30066

(c) As to Owners:

Each Owner's address as registered with the Association in accordance with the By-Laws, or, if no address is furnished to the Association, to Owner at the street address of the Lot.

Any written communication transmitted in accordance with this Section 11.5 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail. Declarant shall also have the right to hand deliver such notice or notices by hand to the Owners at the street address of the Owner's Lot.

11.6 No Liability. [Omitted] Declarant shall have no liability of any kind [Omitted].

11.7 Insurance.

11.7.1 At all times during the term of this Declaration, the Association, its successors and assigns, shall be required to keep any and all recreational facilities and any other improvements located on the Common Property fully insured by a reputable insurance company authorized to transact business in the State of Georgia with (i) fire, vandalism, malicious mischief and extended coverage insurance in an amount adequate to cover the cost or replacement of such improvements in the event of loss of any or all of such improvements, fixtures and contents thereof; and (ii) public liability insurance in such amounts as shall be determined by the Board of Directors as appropriate for the type of recreational activities which shall be allowed on the Common Property. Any such policies of insurance shall require that the certificate holders and insureds be given thirty (30) days prior written notice of any cancellation of such policies.

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

11.7.3 Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75 %) of the total Members of the Association entitled to vote thereon [omitted] agree. If, for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or

reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred and twenty (120) days. No mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

11.7.4 If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to completely pay the cost thereof, the Board shall, without the necessity of a vote of the Association's Members, levy a special assessment. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction. If the funds available from the insurance proceeds exceed the costs of repair or reconstruction, or if the improvements are not repaired or reconstructed, such excess shall be deposited for the benefit of the Association.

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

11.7.6 The deductible for any casualty insurance policy carried by the Association may, in the event of damage or destruction, be paid by the Association. Provided, however, nothing herein shall restrict or limit the right of the Association to recover all or part of any damages it may suffer, including the deductible herein, from such person(s) or entities as may be responsible.

11.8 Construction and Sale Period. [Omitted].

11.9 Notice of Sale. If an Owner sells his or her Residence, the Owner shall give to the Board, in writing, the name of the purchaser of the Residence and such other information as the Board may reasonably require within ten (10) days after the sale is effectuated.

12. MORTGAGEE PROVISIONS.

The following provisions are for the benefit of holders of first mortgages or deeds to secure debt (sometimes collectively referred to herein as "mortgages") on Residences in the Development. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.1 Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number and name of the Owner of such Residence), hereinafter known as an "eligible holder", will be entitled to timely written notice of:

12.1.1 any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Residence on which such eligible holder is a mortgagee, or otherwise insures or guarantees said mortgage;

12.1.2 any delinquency in the payment of assessments or charges owed by an

This Document includes all pertinent Amendments and is Abridged by removing many Developer references which no longer apply.

Owner of a Residence subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided however, notwithstanding this provision, any holder of a first mortgage, upon written request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residence of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

12.1.3 any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

12.1.4 any proposed action which would require the consent of a specified percentage of eligible mortgagees.

12.2 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Residence in the cases of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name, address and his account number of the holder of any mortgage holding encumbering such Owner's Residence.

12.4 Amendment by Board. Should the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, or any of those requirements not apply to this Development, then the Board, without the approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

12.5 Applicability of Section 12. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in this Article.

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed the day and year first above written.

Executed in our presence
this the 12 day of
November, 1993.

Anthony J. Core
Unofficial Witness

Mary A. Spake
Notary Public
My commission expires:



[NOTARY SEAL]

THORNBROOK DEVELOPMENT, INC.

By: B. Wilmont Williams
President

Attest: James H. [Signature]
Title: Asst Sec

[CORPORATE SEAL]

- 37 -

BK 7805PG0181

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 203, 204, 229, 230 and 276 of the 16th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

BEGINNING-at the intersection of the northern right-of-way line of Ebenezer Road with the western right-of-way line of L & N Railroad (having a 100-foot right-of-way width); run thence in a generally westerly direction along said northern right-of-way line of Ebenezer Road the following courses and distances: along the arc of a 161.10-foot radius curve an arc distance of 26.31 feet to a point (said arc being subtended by a chord having a bearing of North 51 degrees 24 minutes 58 seconds West and a length of 26.28 feet); North 46 degrees 44 minutes 18 seconds West a distance of 202.87 feet to a point; and along the arc of a 1,155.64-foot radius curve an arc distance of 76.62 feet to an iron pin set (said arc being subtended by a chord having a bearing of North 51 degrees 39 minutes 02 seconds West and a length of 76.60 feet); thence leaving said northern right-of-way line, run North 38 degrees 40 minutes 08 seconds East a distance of 225.26 feet to an iron pin set; thence South 62 degrees 21 minutes 15 seconds East a distance of 20.00 feet to an iron pin set; thence North 29 degrees 26 minutes 15 seconds West a distance of 399.96 feet to an iron pin found; thence North 29 degrees 10 minutes 24 seconds West a distance of 365.34 feet to a point; thence North 53 degrees 07 minutes 20 seconds East a distance of 267.28 feet to a point; thence North 37 degrees 16 minutes 47 seconds West a distance of 88.13 feet to a point; thence North 23 degrees 02 minutes 25 seconds West a distance of 39.09 feet to a point; thence North 02 degrees 32 minutes 58 seconds East a distance of 80.59 feet to a point; thence North 36 degrees 57 minutes 41 seconds East a distance of 79.95 feet to a point; thence North 70 degrees 57 minutes 37 seconds East a distance of 153.84 feet to a point; thence North 65 degrees 00 minutes 03 seconds East a distance of 102.65 feet to a point; thence North 39 degrees 50 minutes 12 seconds East a distance of 24.82 feet to a point; thence North 61 degrees 27 minutes 20 seconds East a distance of 49.51 feet to a point; thence North 67 degrees 26 minutes 42 seconds East a distance of 48.29 feet to a point; thence North 09 degrees 03 minutes 19 seconds West a distance of 149.78 feet to a point; thence along the arc of a 198.51-foot radius curve an arc distance of 29.53 feet (said arc being subtended by a chord having a bearing of North 85 degrees 12 minutes 24 seconds East and a length of 29.51 feet); thence North 29 degrees 56 minutes 07 seconds West a distance of 162.14 feet to a point located on the southeastern right-of-way line of Proposed Janice Drive Extension (having a 50-foot right-of-way width); run thence along said right-of-way line the following courses and distances: along the arc of a 282.51-foot radius curve an arc distance of 14.90 feet to a point (said arc being subtended by a chord having a bearing of North 33 degrees 16 minutes 05 seconds East and a length of 14.89 feet); and North

32 degrees 15 minutes 14 seconds East a distance of 213.90 feet to a point; thence leaving said right-of-way line run South 57 degrees 27 minutes 52 seconds East a distance of 200.56 feet to an iron pin found; thence North 32 degrees 33 minutes 53 seconds East a distance of 398.95 feet to an iron pin set; thence South 81 degrees 41 minutes 42 seconds East a distance of 283.32 feet to an iron pin set located on the western right-of-way line of L & N Railroad (having a 100-foot right-of-way width); run thence in a generally southerly direction along said western right-of-way line the following courses and distances: along the arc of a 5,641.89-foot radius curve an arc distance of 1,720.25 feet to a point (said arc being subtended by a chord having a bearing of South 17 degrees 02 minutes 24 seconds West and a length of 1,713.59 feet); South 25 degrees 46 minutes 30 seconds West a distance of 587.03 feet to a point; and along the arc of a 2,595.38-foot radius curve an arc distance of 117.77 feet to an iron pin set (said arc being subtended by a chord having a bearing of South 24 degrees 28 minutes 30 seconds West and a length of 117.76 feet) said iron pin set being the POINT OF BEGINNING.

The above-described property is shown as Tract I and Tract III containing 30.063 acres and is more particularly shown on that certain Plat of Survey for B. Wilmont Williams prepared by Carlton Rakestraw, Jr., Georgia Registered Land Surveyor No. 2236, Carlton Rakestraw & Associates, dated March 15, 1993, last revised June 29, 1993, which plat is incorporated by this reference and made a part of this description.

Exhibit A - Page 2 of 2 Pages