

A COVENANTED COMMUNITY



AT HIGH FALLS LAKE

HARBOUR SHORES HOMEOWNERS ASSOCIATION, INC.

P.O. Box 942

Jackson, Georgia 30233

Dear New Neighbor:

Let me be among the first to welcome you to our beloved Harbour Shores community. I think we have a great neighborhood and we care for and look out for one another.

We have several great neighborhood amenities to include a picnic area/pavilion, as well as a paved boat ramp, both having stationary docks. Our lake has great fishing, boating and recreation.

Close by you will find High Falls State Park, Dauset Trails, Indian Springs State Park, and the new Indian Springs Amphitheater. And don't forget Jackson Lake, a 4800 acre hydroelectric impoundment, which also has great recreation. All of these great places are within 30 minutes of your new home!

Please visit and join our closed Facebook page (search "Harbour Shores Home"). Also please visit our Web Site: www.harbourshoreshome.com

You will find the web site quite useful by helping you learn more about our neighborhood. It has information concerning amenity usage, association organization, covenants and by laws, past association minutes, and links to relevant sites.

As you know, Harbour Shores is a covenanted community. We all want to keep our neighborhood looking good so we all can be proud of it. In addition an attractive neighborhood will help support and preserve property values. Please review our covenants (copy included) and don't hesitate to contact our ACC with any questions.

Also included in this binder is a summary of covenants, an overview of our Architectural Control Committee, and a copy of our bylaws.

Finally, we would like to invite you to get settled and meet your new neighbors. Then consider helping out your neighborhood by serving on one of our committees, and perhaps running for office. The work is not difficult and I'm sure you will find it rewarding by getting involved in our community.

Best wishes,

Bob Kaylor
Bob Kaylor
Vice President

770-504-1212
877 HSD



HARBOUR SHORES ARCHITECTURAL CONTROL COMMITTEE (ACC)

The ACC is pleased to provide an application package and to offer assistance in any way possible to make your home building experience a pleasant one. We are looking forward to being your neighbor.

It is the responsibility of the ACC to ensure that all structures within the development are in harmony with one another and with the existing standards of the neighborhood. The reason many people choose Harbour Shores is the Protective Covenants. Our Covenants are a method whereby property values are enhanced through quality design and construction, and through proper maintenance. We believe the investment you and your neighbors have made in Harbour Shores should be protected as much as possible. The ACC is committed to promoting the ongoing integrity of our neighborhood as set forth in these Covenants.

The procedure for ACC approval requires certain information to ensure plans and specifications are in compliance with harbor Shores Design Standards. These Standards have evolved from the Protective Covenants to give more clarification to sometimes-vague guidelines. We ask that you and your builder use the enclosed Design Standards as you finalize your specific construction plans prior to submission.

The procedure for review and approval is a two-step process:

Preliminary Approval (needed before any grading begins)

The following information is needed for preliminary approval:

1. Application
2. Owner's Compliance Agreement
3. Builder's Compliance Agreement
4. Full Set of Plans (11 X 17) is acceptable showing all elevations (retained by ACC)
5. Accurate survey of lot with footprint of house, drive, walkways, decks and patios (you may draw but should be approximate to scale)
6. Application fee of \$30.00 (Check to Harbour Shores Homeowners Association)

Final Approval (needed before any actual construction begins)

The following additional information is needed for final approval:

1. Copy of Building Permit
2. Copy of Septic Tank Permit

Enclosed are: 1) the Application Form, 2) the Owners Compliance Agreement, 3) Builders Compliance Agreement, 4) a copy of the Design Standards, and 5) the Butts County regulations



HARBOUR SHORES ARCHITECTURAL CONTROL COMMITTEE (ACC)

for mailboxes. The mailbox regulations do not apply in Monroe County, however, you are encouraged to use the Butts County regulations because they make our streets safer.

We require a brief meeting with you and your builder prior to our providing you with the approval letter. If your builder has built in Harbour Shores before, the meeting with the builder may be waived at the discretion of the ACC.

Your completed package should be mailed to:

Architectural Control Committee
Harbour Shores Homeowners Association, Inc.
P.O. Box 942
Jackson, Georgia 30233

We look forward to working with you in the coming months. If you have a question please call the ACC Chairman or a committee member. Contact information can be found on the Harbour Shores Web Site, harbourshoreshome.com.

Sincerely,

Architectural Control Committee Chairman.

Harbour Shores Homeowners Association

Summary of Covenants

Article I (Definitions)

1. Additional Property
2. Architectural Control Committee
3. Association
4. Board
5. Common Area
6. Common Expenses
7. Declaration
8. Lake
9. Lot
10. Owner
11. Person
12. Property
13. Structure

Article II (Architectural Control Committee)

Purpose: To assure that the installation, construction or alteration of any structure is in conformity and harmony of external design and general quality with the existing standards of the subdivision and is approved as to location and elevation.

Powers and Duties: Without limitation, has the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any structure on any lot.

Approval of new structures or changes/additions to existing structures: Homeowner must submit plans and specifications as required prior to commencement.

Approves Builders

Right to Inspect

Article III (Membership and Voting Rights)

Membership: Mandatory of every lot owner.

Voting Rights: Entitled to one vote per lot owned.

Article IV (Property Rights)

Association:

- 1) Right to adopt rules for use of all common areas
- 2) Right to borrow money for improvement of common areas (2/3 vote of HO)
- 3) Right to transfer property to public Agency (2/3 vote of HO)

Home Owners:

- 1) Right to enjoy common areas
 - 2) Right to delegate use to family and guests of common areas
-

Article V (Assessments)

Owners, by becoming such, have agreed to pay annual assessments for the operation and upkeep of the properties of the Association.

Article VI (Maintenance)

Association's Responsibility: Maintain all common areas

Owners' Responsibility:

- 1) Maintain property – should be neat, attractive, and safe. Includes: painting, repairing, replacing, and caring for.
 - 2) Failure to do so (after 30 days written notice): ACC or its agents may, but not obligated to do so, enter and correct violation.
-

Article VII (Easements)

Common Areas: Granted to Association and granted to Utility by Association.

Article VIII (General covenants and restrictions)

Lot restrictions:

- 1) Single family residential use only
- 2) No business except for private office
- 3) No offensive activities (includes common areas)
- 4) No rubbish collection

- 5) No lot division
- 6) No signs, except legal notices, one for sale/rent, new owner sign (ACC)
- 7) Fences: No chain link or cyclone fences. No other type unless approved.
- 8) RV's and large trucks: Must be hidden by natural cover.
- 9) Inoperative vehicles: Must be removed within 14 days.
- 10) No repairing or restoring except for emergency repair so vehicle can be removed
- 11) Recreational Equipment (play ground): Must not be visible from street.

Lot improvement:

- 1) Must meet all laws, codes, and regulations
- 2) No exposed cinder block construction or storage thereof after construction
- 3) No unapproved fences
- 4) Only one mailbox receptacle located according to USPS and must be to the standards of surrounding dwellings
- 5) No storing of any building materials after construction is completed
- 6) No above ground tanks without approval (must be hidden)
- 7) Garbage containers must be enclosed
- 8) HO responsible for damage to curbing of street
- 9) Antennas and Satellite Dishes: Must be hidden
- 10) House to be 100 feet from lake and 50 feet from road
- 11) No cutting or removing of trees which exceed 8 inches diameter within 50 feet of the lake (unless dead)
- 12) No animal to become a nuisance (counties have leash laws)
- 14) Driveway must be asphalt or concrete for first 20 feet into lot, thereafter, may be gravel
- 16) No wells
- 17) No awning, shades or window boxes. No reflective materials on house. No window AC's or fans without approval. No outside clothes-drying equipment. No items hung on rails, fences, hedges or walls.

Article IX (General provisions)

Enforcement:

- 1) Association's right to enforce by: Law and equity anything included in Declaration.
- 2) Failure to do so does not void any future rights to do so.

Enforcement procedure:

- 1) Give written notice
- 2) May enter and fix without having legally trespassed (after 20 days)

Severability: One area of Declaration being held invalid does not invalidate the rest.

Declaration:

- 1) Is enforceable until then 2009.
- 2) Is binding on all HO.
- 3) Amendment(s) to: Must be approved by 75% of HO in good standing
- 4) Must be filed with county to become effective and enforceable.

Notices to Owners:

- 1) Shall always be in writing
- 2) Shall be addressed to HO at his lot or other address as provided in writing.
- 3) Delivered by USPS, registered or certified, or delivered in person

Notices to Association by HO: Addressed to president at current address given in writing to all HO.

Article X (Annexation)

Submission of additional properties and conditions of annexation

Amendments

Amendments one through four

Declaration of Protective Covenants for Harbour Shores at High Falls Subdivision

CONTENTS

- ARTICLE I. **Definitions.**
- ARTICLE II. **Architectural Control Committee.**
Section 1. Purpose, Powers and Duties of the Architectural Control Committee.
Section 2. Submission of Plans and Specifications.
Section 3. Approval of Builders.
Section 4. Right of Inspection.
- ARTICLE III. **Membership and Voting Rights.**
Section 1. Membership.
Section 2. Voting Rights.
- ARTICLE IV. **Property Rights.**
Section 1. Member's Easement of Enjoyment.
Section 2. Delegation of Use.
Section 3. Title to Common Area.
Section 4. No Partition.
- ARTICLE V. **Covenant For Maintenance and Capital Improvement Assessments.**
Section 1. Creation of the Lien and Personal Obligation of Assessments.
Section 2. Purpose of Assessments.
Section 3. Computation of Annual Assessments.
Section 4. Special Assessments.
Section 5. Notice for Any Action Authorized Under Sections 3 and 4.
Section 6. Rate of Assessment.
Section 7. Date of Commencement of Annual Assessments; Due Dates.
Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.
Section 9. Subordination of Lien to First Mortgages.
Section 10. Exempt Property.
Section 11. Effect of Delinquency on Class A Members.
- ARTICLE VI. **Maintenance.**
Section 1. Association's Responsibility.
Section 2. Owner's Responsibilities.
- ARTICLE VII. **Easements.**
Section 1. Utility Easements.
Section 2. Easement for Developer.
Section 3. Easements for Association.

Declaration of Protective Covenants for Harbour Shores at High Falls Subdivision

CONTENTS

ARTICLE VIII. General Covenants and Restrictions.

- Section 1. Residential Use.
- Section 2. Commons Area.
- Section 3. Nuisances.
- Section 4. Resubdivision of Property.
- Section 5. Erosion Control.
- Section 6. Signs.
- Section 7. Fences.
- Section 8. Recreational Vehicles, Trailers, etc.
- Section 9. Recreational Equipment.
- Section 10. Accessory Structures.
- Section 11. Improvement of Lots.
- Section 12. Animals.
- Section 13. Accessory Structures Installed by Developer.
- Section 14. Driveways.
- Section 15. Garbage Pick-up.
- Section 16. Public Water Service.
- Section 17. Miscellaneous Fixtures.

ARTICLE IX. General Provisions.

- Section 1. Enforcement.
- Section 2. Severability.
- Section 3. Headings.
- Section 4. Duration.
- Section 5. Rights and Obligations.
- Section 6. Notices.
- Section 7. Amendment.

ARTICLE X. Annexation.

- Section 1. Submission of Additional Property.
- Section 2. Conditions of Annexation.

- First Amendment.
- Second Amendment.
- Third Amendment.
- Fourth Amendment.

DECLARATION OF PROTECTIVE COVENANTS
FOR HARBOUR SHORES AT HIGH FALLS SUBDIVISION

THIS DECLARATION, made this 15th day of November, 1989, by HIGH FALLS ASSOCIATES, a Joint Venture composed of Continental Southern, Inc., a Georgia Corporation, and Scofield Properties, Inc., a Georgia Corporation ("Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property ("Property") situate in Butts County and Monroe County, Georgia, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the value of the Property, and for the maintenance of the Property and any improvements thereon, and to this end desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of property values to create an agency which should be delegated and assigned the powers of owning, maintaining and administering any Common Area and any improvements which may be made thereon, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will cause to be incorporated under the laws of the State of Georgia the "Harbour Shores at High Falls Homeowners Association, Inc.", a non-profit corporation, for the purpose of exercising the aforesaid and other functions.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Developer, its successors and assigns, and each and every subsequent Owner of any Lot located on the Property, Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all Lots located on the Property, to all persons owning said Lots, and said Lots shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to this Declaration.

**ARTICLE I
DEFINITIONS**

Section 1. Additional Property. "Additional Property" means the additional property which may be added to the Property and made subject to this Declaration pursuant to Article X hereof, which property is now owned by Developer and lies contiguous and adjacent to the Property, except that certain or all of the Additional Property may be separated from the Property by one or more roadways.

Section 2. "Architectural Control Committee" shall mean and refer to Jay C. Bear, John J. Gair and Richard C.

See DB
See DB
pg 283-283
pg 16-17

Wernick, or such other individual(s) or entity as Developer may appoint, until all Lots created in the Property and in the Additional Property have been sold, at which time such term shall mean and refer to those persons selected annually by the Owners in compliance with the by-laws of the Association to serve as members of said committee. In the event of the death or resignation of any committee member, the remaining member or members shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authority of the member so replaced.

Section 3. "Association" shall mean and refer to Harbour Shores at High Falls Homeowners Association, Inc., its successors and assigns.

Section 4. "Board" shall mean and refer to the Board of Directors of the Association.

Section 5. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the By-laws and Articles of Incorporation of the Association.

Section 7. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 8. "Developer" shall mean and refer to High Falls Associates, a Joint Venture composed of Continental Southern, Inc., a Georgia Corporation, and Scofield Properties, Inc., a Georgia Corporation, or any successor in title or any successor in interest to Developer to all or any portion of the Property or the Additional Property then subject to this Declaration.

Section 9. "Lake" shall mean and refer to High Falls Lake.

Section 10. "Lot" shall mean any subdivision lot located on the Property and subjected to this Declaration and any subdivision lot located on the Additional Property which may be subjected to this Declaration by the Developer.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot which is part of the Property or the Additional Property, but excluding those having such interest merely as security for the performance of an obligation, and further excluding the builder of any Structure on any Lot who holds such title solely for resale upon the completion of such Structure.

Section 12. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 13. "Property" shall mean and refer to that certain real property described on Exhibit "A" attached hereto, and where the context requires or permits, the Additional Property.

Section 14. "Structure" shall mean and refer to:

(a) 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, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; and

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

(c) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 14 applies to such change.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

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

Section 2. Submission of Plans and Specifications. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been first submitted to and approved in writing by the Architectural Control Committee or its appointed representative. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control committee, including, without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on any one Lot, including building setbacks and driveways;

(b) foundation plans;

- 207
- (c) Floor plans;
 - (d) wall sections;
 - (e) exterior elevations of all proposed Structures, and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;
 - (f) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations thereof; and
 - (g) plans for landscaping and grading.

Section 3. Approval of Builders. Any builder or landscaper, prior to performing any work on any Lot within the Property, must first be approved by the Architectural Control Committee as to financial stability, building or landscaping experience and ability to build or landscape Structures or grounds of the class and type of those which are to be built on the Property. Such approval may be granted or withheld in the reasonable discretion of the Architectural Control Committee. No Person shall be approved as a builder or landscaper unless such Person obtains his income primarily from construction or landscaping of the type which the builder or landscaper is to perform upon the Property. No Owner will be permitted to act as his own builder or contractor except where such Owner obtains his income primarily from the construction of the type of Structures to be constructed on the Property and otherwise meets the qualifications for approval by the Architectural Control Committee as hereinabove set forth. Provided, however, the Architectural Control Committee in its discretion may approve a builder or landscaper (including an Owner) who does not obtain his income primarily from construction or landscaping of the type contemplated if such builder or landscaper submits sufficient evidence of financial capability (and the capability of completing construction within a reasonable time frame), and agrees to maintain the job site in a condition which will not materially detract from the aesthetics of the community.

Section 4. Right of Inspection. The Architectural Control Committee and its agents and representatives shall have the right, without the obligation, during reasonable hours to enter upon and inspect any Lot and 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 the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security

8

for the performance of an obligation, and further is not intended to include the builder of any Structure on any Lot who holds title to such Lot solely for resale upon completion of the Structure. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor in title to the Lot.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Every person who is an Owner, with the exception of the Developer, shall be a Class A member and shall be entitled to one vote for each Lot owned. When more than one Person is a Class A member by virtue of an ownership interest in the same Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and in an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote of such Lot shall not be counted. The membership of a Class A member shall automatically terminate upon the member's sale of his Lot. However, no termination of Class A membership shall affect such member's obligation to pay assessments, as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

Class B: The Developer shall be the sole Class B member. Class B membership shall be a full voting membership, and during its existence the Class B member shall be entitled to vote on all matters and in all events. The Class B member shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following occurs:

- (a) the expiration of ten (10) years from the date of this Declaration; or
- (b) the date as of which three fourths (3/4) of the Lots which may be developed on the Property and on the Additional Property shall have been conveyed, by either the Developer or by a builder who purchased the Lot from Developer for the purpose of erecting a dwelling thereon, to any individual Owner or Owners for residential occupancy; or
- (c) the surrender by the Developer of the authority to appoint and remove members of the Board of the Association by an express amendment to this Declaration executed and recorded by the Developer; provided, however, that so long as any mortgagee of Developer holds a security interest in any portion of the Property or the Additional Property as security

for a development loan to Developer, the Class B membership, shall not terminate without the prior written consent of such mortgagee. If at the time of termination of the Class B membership, Developer still owns any Lots, then as to each Lot owned by Developer, it shall be deemed to be a Class A member.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to any Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of the Association to adopt and publish rules and regulations governing the use of any Common Area.

(b) the right of the Association to borrow money for the purpose of improving any Common Area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and, upon the assent of two-thirds (2/3) of the Class A members and the Class B member, if any, to give as security a mortgage conveying all or any portion of any Common Area. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interests, easements and privileges herein reserved or established for the benefit of Developer, any Owner, or the holder of any mortgage, irrespective of when executed, given by Developer.

(c) the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Class A members and by the Class B member, if any, agreeing to such dedication or transfer, has been recorded.

(d) the easements reserved in ARTICLE VII of this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of use and enjoyment in and to any Common Area and the improvements thereon, only to the members of his family, his tenants, guests and invitees, subject to such regulations and fees as may be established from time to time by the Association.

Section 3. Title to Common Area. Title to any Common Area on the Property or on the Additional Property will be conveyed to the Association by the Developer, and approved by the Association, after all lots placed for sale by the Developer have been sold or at such earlier time as the Developer may elect, and only at such time shall the Association have the right to control said property subject to the terms herein.

Section 4. No Partition. There shall be no judicial partition of the Property or the Additional Property or any part thereof, nor shall any Person

acquiring any interest in the Property or the Additional Property or any part thereof seek any such judicial partition unless the property sought to be partitioned has been removed from the provisions of this Declaration.

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

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. This budget shall include expenses relating to any Common Area and to the upkeep, repair, maintenance and operation of any improvements thereon.

The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, so long as there is a Class B member, or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting on the date when there is no longer a Class B member. In the event the proposed budget is not approved or the Board fails for any reason to determine the

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

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that any such assessment shall have the assent of a majority of the votes of the Class A members and the approval of the Class B member, if any, voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 6. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date that such Lot is conveyed to an Owner, except that no annual assessment shall be made for any year prior to 1991. Anything contained herein to the contrary notwithstanding, Developer, on behalf of itself and its successors and assigns, covenants and agrees to pay the annual assessment for each Lot owned by Developer which contains an occupied residence; provided, however, Developer shall not be responsible for assessments on Lots owned by it not containing an occupied residence. Developer shall, however, fund any deficit which may exist between assessments and the annual budget for as long as there is a Class B member of the Association, or until November 1, 1999, whichever event shall first occur. The due dates shall be established by the Developer until there is no longer a Class B member and then thereafter by the Board. The Association shall, upon demand, and for a reasonable charge, not to exceed Ten Dollars (\$10.00), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance. If the Association fails to respond to any such request, any lien then outstanding shall be deemed to have been extinguished. All such requests shall be sent to the Association in the same manner as provided for notices in Section 6 of ARTICLE IX hereof.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any

2

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

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

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use; (ii) any Common Area; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens except as set forth in ARTICLE V, Section 7, pertaining to the Developer.

Section 11: Effect of Delinquency on Class A Members. Notwithstanding all of the foregoing rights of the Association, the Association shall have the further right to prohibit a delinquent Class A member, such delinquency being as herein defined, from using in any manner any Common Area.

ARTICLE VI MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of any Common Area and any improvements thereon.

Section 2. Owner's Responsibilities. Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of a Lot fail to maintain his Lot or the improvements thereon as set forth hereinabove, the Architectural Control Committee or its agents and representatives, may, after thirty (30) days written notice to the Owner of such Lot, but shall not be obligated to, enter upon his Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Architectural Control Committee, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the Architectural Control Committee for the direct and indirect cost of such maintenance, which costs shall be added to and become a part of the assessment to which such Owner and his Lot is subject. Although notice given as herein provided shall be sufficient to give the Architectural Control Committee, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any date except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Architectural Control Committee to mow, clear, cut or prune any Lot, to provide garbage or trash removal service or to perform such exterior maintenance.

**ARTICLE VII
EASEMENTS**

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

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

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antennae, television cables and any other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;

(d) For the use of any Common Area and any sales offices, model units and parking spaces in connection with its efforts to market Lots;

(e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

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

ARTICLE VIII GENERAL COVENANTS AND RESTRICTIONS

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

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developer from using any Lot owned by Developer for the purpose of carrying on business related to the development, improvement and sale of Lots. This provision shall not prevent residents from maintaining and using private offices at their residences provided such use is incidental to the primary residential use of the Lot and other provisions of this Declaration are complied with.

Section 2. Commons Area. Any Common Area designated as "Community Park" shall be used as such by the Owners and their agents, servants, tenants, family members, invitees and licensees, and for such other purposes as may be authorized by the Association. Any Common Area designated as "Lake Access" shall be used by the Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from the Lake, and for such other purposes as may be authorized by the Association.

Section 3. Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in or on any Lot, or upon any Common Area, nor shall anything be done therein or thereon which, in the judgement of the Board, constitutes a nuisance, causes unreasonable noise or disturbance to others or

576

unreasonably interferes with other Owners' use of their Lots and/or any Common Area.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive.

Section 4. Resubdivision of Property. No Lot may be split, divided or subdivided for sale, resale, gift, transfer or otherwise, without the prior written approval of the Architectural Control Committee of the plans and specifications for such split, division or subdivision.

Section 5. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot except for the initial construction of residences and development of the property.

Section 6. Signs.

(a) No signs whatsoever shall be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one "For Sale" or "For Rent" sign, provided, however, that in no event shall any such sign be larger than six (6) square feet in area;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Architectural Control Committee;

(iv) entry signs used to identify the subdivision, marketing signs used to advertise the subdivision by Developer and in conjunction therewith, brochure holders.

(b) Following the consummation of the sale of any Lot, the sign located thereon shall be removed immediately, however, this sign may be replaced by a sign no larger than two (2) square feet, identifying the new Owners of the Lot.

Section 7. Fences. No chain link or cyclone fences may be placed on the property, and no other type fences may be placed on the Property without the prior written consent of the Architectural Control Committee.

Section 8. Recreational Vehicles, Trailers, etc. If recreational vehicles, trailers, campers, trucks (except pickups and vans), travel buses or any such equipment are parked on the Property, then sufficient natural cover must be erected to shield same from visibility. No inoperative vehicle shall be parked on any Lot for any period of time in excess of fourteen (14) days. No Owners or occupants of any Lot shall repair or restore any vehicle of any kind upon any Lot, or upon any Common Area or upon any subdivision roadway except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 9. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot.

6

Section 10. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage; a garage may also be an attached accessory structure. Such accessory structures shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, or a mailbox, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Any accessory structures must be approved, in advance, in writing by the Architectural Control Committee.

Section 11. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements on any Lot shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code, rules, regulations and orders of all applicable governmental agencies and authorities.

(b) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot, and there shall be no fences or walls of any other material which the Architectural Control Committee determines to be incompatible with dwellings or other structures on the Property.

(c) Only one mailbox shall be located on any Lot, which mailbox shall be selected to be consistent with the quality and design of surrounding dwellings and mailboxes and shall be placed and maintained to complement the dwelling to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal Service, its successors and assigns.

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

(e) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot without the prior written approval of the Architectural Control Committee.

(f) Containers for garbage and other refuse shall be underground or in secured sanitary enclosures.

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

(h) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement areas) of dwellings to be built on Lots shall contain not less than One Thousand Five Hundred (1,500) square feet, if single story; and One Thousand Eight Hundred (1,800) square feet, if two-story. No dwelling shall be constructed exceeding three stories in height, including basement, on any Lot.

(i) No Satellite Dishes or similar apparatus ("Dish") shall be installed on any Lot without the prior written approval of the Architectural Control Committee. No Dish will be approved unless same is installed in such a manner as to be shielded from public view by use of fences, walls or shrubbery.

(j) No dwelling may be erected nearer than One Hundred (100) feet to a Lot line bordering on the Lake, nor nearer than 50 feet to a Lot line bordering on a subdivision road. In the event any plat of survey of any of the Property or any of the Additional Property shows building set back lines which conflict with this subsection (j), then this subsection (j) shall control.

(k) No trees (except for dead or dying trees) which exceed eight (8) inches DBH shall be cut or removed nearer than fifty (50) feet to a Lot line bordering on the Lake.

Section 12. Animals. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance.

Section 13. Accessory Structures Installed by Developer. Entry signs, fences, walls and landscaping (if any) installed by Developer on the Property shall be and are hereby dedicated to the use and benefit of all Owners, and shall not be removed or altered without a two-thirds (2/3) vote of the Association Class A members and approval by the Association Class B member, if any.

Section 14. Driveways. A driveway leading from a subdivision roadway onto a Lot shall be either concrete or asphalt from the point at which same connects with the roadway to the front lot line and for the first twenty (20) feet that the driveway extends into a Lot; thereafter the driveway may be gravel or concrete or asphalt.

Section 15. Garbage Pick-up. No public garbage or trash removal will be provided, and therefore each Owner must contract with a private firm and pay its required rates for garbage or trash removal.

Section 16. Public Water Service. So long as public water service is provided by Butts County Water and Sewer Authority or any successor ("Authority"), all Owners shall obtain their water supply for all Lots from the Authority and pay the Authority for same. No well may be bored or drilled on any Lot so long as the Authority provides an adequate water supply to each Lot.

Section 17. Miscellaneous Fixtures. To provide a neat, attractive and harmonious appearance throughout the neighborhood, no awnings, shades or window boxes shall be attached to, or hung or used on the exterior of, any window or door of any house; and no railings, fences, walls, or antennae shall be installed or constructed upon any Lot and without the prior written consent of the Architectural

Control Committee. Further, no foil or other reflective materials shall be used on any windows or sunscreens, blinds, shades or for any other purpose, nor shall any window mounted heating, air-conditioning or fan units be permitted, without the prior written consent of the Architectural Control Committee. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any lot, nor shall any clothing, rugs or other items be hung on any railing, fence, hedge or wall.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement.

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

(b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction or provision contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

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

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date of this Declaration, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an

57

instrument in which said covenants and restrictions are modified in whole or in part, and which instrument is filed of record in the appropriate county or counties.

Section 5. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits, and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to the President of the Association, c/o High Falls Associates, 1784 Century Boulevard, Suite A, Atlanta, Georgia 30345, or at such different address or addresses for notices to them, respectively, as disclosed in a written notice of change of address furnished to all Owners as reflect their proper address. Any Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail or when delivered in person.

Section 7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration, (iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make a purchase mortgage if such loan on the Lots subject to this Declaration, or (iv) amendment is necessary to enable any governmental agency, such as the Veterans Administration, or a reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by the Owner or Owners of at least seventy-five (75%) percent of the Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or any Common Area affected thereby unless such holder shall consent in writing thereto. Any such amendment shall

not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section. Developer does hereby reserve the right, in its sole discretion, to expand this Declaration to include Additional Property by Developer's submission of such Additional Property to the rights, privileges and obligations contained herein. Such submission shall be evidenced by an amendment filed to this Declaration setting forth the Additional Property to which this Declaration shall apply. Upon which submission, said Additional Property shall be subject to and governed by this Declaration as if included herein ab initio.

ARTICLE X ANNEXATION

Section 1. Submission of Additional Property. Developer shall have the option and right from time to time, without the necessity of consent by the Association, the Board or the Owners, but subject to Section 2 of this Article, to submit all or portions of the Additional Property to this Declaration and thereby to cause the Additional Property, or such portions thereof, to become part of the Property. This option may be exercised by the Developer in accordance with the conditions and limitations set out in Section 2 of this Article, which are the only conditions and limitations on such right.

Section 2. Conditions of Annexation. Any annexation as permitted in Section 1 of this Article shall be in accordance with the following terms and conditions:

(a) The option to submit all or portions of the Additional Property may be exercised at any time and from time to time until ten (10) years from the date of this Declaration; provided, however, that the Owners of Lots to which two-thirds (2/3) of the Class A votes in the Association appertain, exclusive of any vote or votes appurtenant to Lots then owned by Developer, may consent to the extension of such option by vote taken not more than one (1) year prior to the date upon which such option will expire.

(b) Portions of the Additional Property may be added at different times, and there are no limitations fixing the boundaries of these portions or regulating the order in which any such portions may become part of the Property.

(c) The option reserved by Section 1 of this Article may be exercised by the Developer alone (without the consent of the Association or any Owner) by the execution by the Developer of an amendment to this Declaration which shall be filed for record in the Office of the Clerk of the Superior Court of the county where the Additional Property is located, together with a plat of that portion of the Additional Property which is to become part of the Property, from time to time, and upon the exercise, if any, of such option, the provisions of this Declaration

shall be understood and construed as embracing all of the Property, including the initial phase and such portions of the Additional Property as have become part of the Property by annexation. Following recording of the plat of any Additional Property, Developer will convey any Common Area shown thereon to the Association as provided in Section 3 of ARTICLE IV hereof.

(e) From and after the date of annexation of any portion of the Additional Property, each Lot so added to the Property and the Owners thereof, shall have the same vote, shall share the same obligations and responsibilities, and shall have the same rights and privileges accorded every other Lot previously comprising part of the Property. Upon annexation of each portion of the Additional Property, as herein provided, the Association shall be deemed to have assumed, automatically, and without the necessity of consent by the Association, the Board or any individual Owners, the covenants to maintain any Common Area and the other obligations imposed by this Declaration, as amended from time to time, with respect to that portion of the Additional Property which is then the subject of annexation.

(f) It is understood by the Owners and the Association that, if individual Lot loans are approved for funding by the Federal Housing Administration and/or the Veterans Administration, and any variance in the plan of annexation outlined in this ARTICLE X is required by the Federal Housing Administration and/or the Veterans Administration, Developer may vary the plan of annexation to meet such requirements.

(g) Each Owner, by acceptance of a deed to a Lot in the Property, and the Association, shall be deemed to have approved annexation in the manner provided in this Section 2.

IN WITNESS WHEREOF, DEVELOPER has caused this Declaration to be executed in duplicate in its name and by its duly authorized officers and the corporate seals affixed, on the day and year first above written.

DEVELOPER:

HIGH FALLS ASSOCIATES, a Joint Venture composed of Continental Southern, Inc. and Scofield Properties, Inc.

CONTINENTAL SOUTHERN, INC.

BY: *Richard C. Weanick*
Richard C. Weanick, President

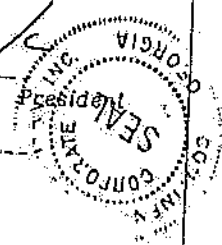
ATTEST: *JoAnn Allen*
JoAnn Allen, Secretary
(CORPORATE SEAL)

Signed, sealed & delivered in the presence of:

Charles H. Weiler
(Unofficial Witness)

Standa B. Phillips
Notary Public
My Commission Expires:
PUBLIC

Notary Public, Fulton County, Georgia
My Commission Expires Dec. 17, 1990



SCOFIELD PROPERTIES, INC.

BY: Jay B. Bear
Jay B. Bear, President

ATTEST: David S. Cobb
David S. Cobb, Secretary
(CORPORATE SEAL)



Signed, sealed and delivered
in the presence of :

John Forester
Official Witness
Notary Public
Notary Public

(Notary Seal)

My Commission Expires: Notary Public, DeKalb County, Georgia
My Commission Expires Nov. 1, 1991

EXHIBIT "A"

All those certain tracts or parcels of land situate, lying and being in Land Lot 76 of the Fourth Land District of Butts County, Georgia, and being designated as Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 of Phase I of Harbour Shores at High Falls Subdivision on a certain plat of survey prepared by Kenneth Edward Presley, Surveyor, dated October 9, 1989, and recorded in Plat Book 11, Page 125, Clerk's Office, Butts Superior Court, which plat is by this reference incorporated herein and made a part of this description.

Also, all those certain tracts or parcels of land situate, lying and being in Land Lots 103 and 106 of the Fourth Land District of Monroe County, Georgia, and being designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, Lake Access Lot, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42 of Block A of Phase I of Harbour Shores at High Falls Subdivision on a certain plat of survey prepared by Kenneth Edward Presley, Surveyor, dated October 18, 1989, and recorded in Plat Book _____, Page _____, Clerk's Office, Monroe Superior Court, which plat is by this reference incorporated herein and made a part of this description. The Lake Access Lot heretofore mentioned is contiguous to and is situate between Lots 14 and 15 of Block A of Phase I of Harbour Shores at High Falls Subdivision as shown on said plat.

Also, all those lots or parcels of land situate, lying and being in Land Lots 103 of the Fourth Land District of Monroe County, Georgia, and being designated as Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of Block B of Phase I of Harbour Shores at High Falls Subdivision on the aforesaid plat of survey recorded in Plat Book _____, Page _____, Clerk's Office, Monroe Superior Court, which plat is by this reference incorporated herein and made a part of this description.

Also, all those lots or parcels of land situate, lying and being in Land Lots 103 of the Fourth Land District of Monroe County, Georgia, and being designated as Lots 5 and 6 of Block C of Phase I of Harbour Shores at High Falls Subdivision as shown on the aforesaid plat of survey recorded in Plat Book _____, Page _____, Clerk's Office, Monroe Superior Court, which plat is by this reference incorporated herein and made a part of this description.

STATE OF GEORGIA
 BUTTS COUNTY

I hereby certify that this instrument was filed for record in my office on the 16 day of Nov, 1989, at 11:20 o'clock A. M., and duly recorded on the 16 day of Nov, 1989, in Book 126, of Butts County, Page _____.

Witness my hand on the day and year first above written.

[Signature]
 Clerk, Superior Court

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HARBOUR SHORES AT HIGH FALLS SUBDIVISION (the "Declaration")

This First Amendment, to the Declaration, made this 17th day of April, 1990, by High Falls Associates, a Joint Venture composed of Scofield Properties, Inc., a Georgia Corporation, and F & D Development, Inc., a Georgia Corporation (the "Developer").

WITNESSETH:

Whereas, the Declaration is dated November 15, 1989, and is recorded in Deed Book 301, Page 163, Monroe County Records, and in Deed Book 126, Page 504, Butts County Records;

Whereas, Developer owns certain "Additional Property", as that term is defined in Article I, Section 1 of the Declaration;

And Whereas, pursuant to Article X of the Declaration, Developer wishes to submit certain Additional Property to the Declaration and thereby to cause such Additional Property to become part of the Property;

Now, Therefore, for and in consideration of the premises and of the benefits to be derived by the Developer, its successors and assigns, and each and every subsequent owner of any lot located on the Additional Property hereinafter described, Developer hereby submits the following Additional Property to the Declaration and hereafter, said Additional Property shall be a part of the Property, to wit:

All those certain tracts or parcels of land situate, lying and being in Land Lot 76 of the 4th Land District of Butts County, Georgia, and being designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of Phase I of Harbour Shores at High Falls Subdivision on a certain plat of survey prepared by Kenneth Edward Presley, Surveyor, dated October 9, 1989, and recorded in Plat Book 11, Page 125, Clerk's Office, Butts Superior Court, which plat is by this reference incorporated herein and made a part of this description.

FILED 4-17 1990 APR 21 456
RECORDED 4-19 1990
DAVID F. RIDGEWAY, C.S.C.

See Deed B 62 pg. 562
See DB 180 pg. 582-583

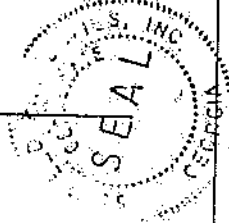
IN WITNESS WHEREOF, Developer has caused this First Amendment to the Declaration to be executed in duplicate in its name and by its duly authorized officers and the corporate seals affixed, on the day and year first above written.

HIGH FALLS ASSOCIATES, a Joint Venture composed of Scofield Properties, Inc. and F & D Development, Inc.

SCOFIELD PROPERTIES, INC.

BY: Jay C. Bear
JAY C. BEAR, PRESIDENT

(CORPORATE SEAL)



F & D DEVELOPMENT, INC.

BY: Jay C. Bear
JAY C. BEAR, ATTORNEY-IN-FACT
PER POA, DATED MARCH 12, 1998.

(CORPORATE SEAL)



Signed, sealed and delivered in the presence of:

Wendy Stald
NOTARY UNOFFICIAL WITNESS
Abigail Ann Olson
NOTARY PUBLIC



Notary Public, DeKalb County, Georgia
My Commission Expires Nov. 1, 1998

72

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HARBOUR SHORES AT HIGH FALLS SUBDIVISION (the "Declaration")

This Second Amendment to the Declaration, made this 17th day of August, 1990, by High Falls Associates, a Joint Venture composed of Scofield Properties, Inc., a Georgia Corporation, and F & D Development, Inc., a Georgia Corporation (the "Developer").

W I T N E S S E T H :

Whereas, the Declaration is dated November 15, 1989, and is recorded in Deed Book 301, Page 163, Monroe County Records, and in Deed Book 126, Page 504, Butts County Records;

And Whereas, the First Amendment to the Declaration is dated April 17, 1990, and is recorded in Deed Book 311, Page 230, Monroe County Records, and in Deed Book 130, Page 280, Butts County Records;

And Whereas, Developer desires to amend the Declaration in certain particulars;

FILED Now, Therefore, for and in consideration of the premises and DEED & BUTTS COUNTY NOV - 8 1990 11:58 AM of the benefits to be derived by the Developer, its successors and assigns, and each and every owner of any Lot located on the Property or the Additional Property, the Declaration is herewith amended as follows, to wit:

1. Richard C. Wernick has resigned from the Architectural Control Committee and Bob Docking has been elected to replace him. The Architectural Control Committee now consists of Jay C. Bear, John J. Gair and Bob Docking (See Exhibit "A" attached).

2. That certain tract of land designated as "Community Park 10.104 AC", on a plat of survey prepared by Kenneth Edward Presley, Surveyor, dated October 18, 1989, and recorded in Plat Book 16, Page 80, Monroe County Records, shall not be used as a Community Park, but may hereafter be subdivided by Developer into Lots as Additional Property which may be added to the Property by Developer and made subject to the Declaration, provided, however, Developer shall, as provided in Article IV, Section 3 of the Declaration, convey to the Association the tract of land designated as "Recreation Area 21.222 ACRES" on a certain plat of survey prepared by Kenneth Edward Presley, Surveyor, dated October 18, 1989, as revised through June 26, 1990, and recorded in Plat Book 17, Page 67, Monroe County Records. "Recreation Area" as used herein shall have the same definition as "Common Area" or "Community Park".

3. Article VIII, Section 10(h) is herewith deleted in its entirety and a new Section 10(h) is herewith inserted in lieu thereof as follows:

"(h) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk - storage and

see DB 1809 283
lin - DBk. 218 pg 283
lin - DBk. 212 pg 284
lin - DBk. 218 pg 285
lin - DBk. 283 pg 264
lin Release - DBk 379 pg 274

basement areas) of a dwelling to be built on any Lot, with the exception of Lots 23 - 41 of Section A of Phase I of Harbour Shores at High Falls Subdivision, Monroe County, Georgia, shall contain not less than One Thousand Seven Hundred (1,700) square feet, if one story; One Thousand Nine Hundred (1,900) square feet, if one and one half story; and Two Thousand One Hundred (2,100) square feet, if two story.

The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement areas) of dwellings to be built on Lots 23 - 41 of Section A of Phase I of Harbour Shores at High Falls Subdivision, Monroe County, Georgia, shall contain not less than One Thousand Nine Hundred (1,900) square feet, if one story; Two Thousand One Hundred (2,100) square feet, if one and one half story; and Two Thousand Three Hundred (2,300) square feet, if two story.

Provided, however, any present (as of 8/17/90) Lot owner, except the Developer, may comply with the square footage requirement in place prior to this Second Amendment of the Declaration (See Article VIII, Section 10(h) of the Declaration) by submitting plans and specifications to the Architectural Control Committee (as provided in Article II of the Declaration) prior to October 15, 1990."

4. Pursuant to the provisions of Article VIII, Section 4 of the Declaration, the following action is herewith taken relative to Phase I of Harbour Shores at High Falls Subdivision, Monroe County, Georgia, to-wit:

- (a) Lot 15 of Block B is subdivided into Lots 15 and 16.
- (b) Lot 5 of Block C is enlarged and then subdivided into Lots 5 and 7.
- (c) Lots 16, 17 and 18 of Block A are subdivided into Lots 16 and 18.

The within and foregoing changes are more particularly described and shown on a certain plat of survey prepared by Kenneth Edward Presley, Surveyor, dated October 18, 1989, as revised through June 26, 1990, and recorded in Plat Book 17, Page 67, Monroe County Records. See Exhibit "B" attached for approval of said changes by the Architectural Control Committee.

5. Attached hereto as Exhibit "C", consisting of Pages 1 - 11, are the consents to this Second Amendment to the Declaration of certain of the Owners of the Lots, and by execution of this document the Developer herewith gives its consent, all as provided in Article IX, Section 7 of the Declaration. The consenting Lot Owners together with the Developer constitute more than 75% of the Owners of Lots located in the Property and the Additional Property.

6. Except as herein and heretofore amended, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Second Amendment to the Declaration to be executed in duplicate in its name and by its duly authorized officers and the corporate seals affixed, on the day and year first above written.

(See next page for signatures.)

74

HIGH FALLS ASSOCIATES, a
Joint Venture composed of
Scofield Properties, Inc.
and F & D Development, Inc.

SCOFIELD PROPERTIES, INC.

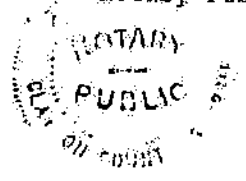
BY: [Signature]
JAY C. BEAR, PRESIDENT
(CORPORATE SEAL)

F & D DEVELOPMENT, INC.

BY: [Signature]
JAY C. BEAR, ATTORNEY-IN-
FACT, PER POA, DATED MARCH
12, 1990
(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness
[Signature]
Notary Public



Notary Public, Clayton County, Georgia.
My Commission Expires July 5, 1994


SEAL AFFIXED

"EXHIBIT "A"

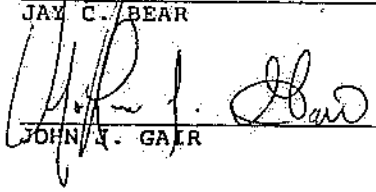
ARCHITECTURAL CONTROL COMMITTEE
OF
HARBOUR SHORES AT HIGH FALLS SUBDIVISION (the "ACC")

Richard C. Wernick has resigned as a member of the ACC and the undersigned, being the remaining members of the ACC, hereby elect and appoint Bob Docking to replace Mr. Wernick, as a member of the ACC.

This 17th day of August, 1990.



 JAY C. BEAR



 JOHN T. GAIR

576

EXHIBIT "B"

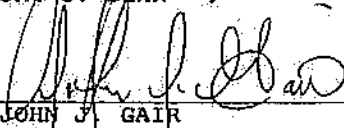
ARCHITECTURAL CONTROL COMMITTEE
OF
HARBOUR SHORES AT HIGH FALLS SUBDIVISION (the "ACC")

The resubdivision of Lots as described in numbered paragraph 4 of the within and foregoing Second Amendment to the Declaration is herewith approved by the undersigned, being all members of the ACC.

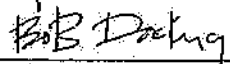
This 17th day of August, 1990.



JAY C. BEAR



JOHN J. GAIR



BOB DOCKING

32556

THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HARBOUR SHORES AT HIGH FALLS SUBDIVISION (the "Declaration")

This Third Amendment to the Declaration, made this 16th day of February, 1993, by High Falls Associates, a Joint Venture composed of Scofield Properties, Inc., a Georgia corporation, and F & D Development, Inc., a Georgia corporation (the "Developer").

W I T N E S S E T H:

Whereas, the Declaration is dated November 15, 1989, and is recorded in Deed Book 301, Page 163, Monroe County Records, and in Deed Book 126, Page 504, Butts County Records;

And whereas, the First Amendment to the Declaration is dated April 17, 1990, and is recorded in Deed Book 311, Page 230, Monroe County Records, and in Deed Book 130, Page 280, Butts County Records;

And whereas, the Second Amendment to the Declaration is dated August 17, 1990, and is recorded in Deed Book 326, Page 204, Monroe County Records, and in Deed Book 135, Page 572, Butts County Records;

And whereas, Developer finds it necessary to further amend the Declaration in certain particulars;

Now, therefore, for and in consideration of the premises and benefits to be derived by the Developer, its successors and assigns, and each and every owner of any Lot located on the Property or the Additional Property, the Declaration is herewith amended as follows, to wit:

1. Article VIII, Section 11(j) is herewith deleted in its entirety and a new Section 11(j) is herewith inserted in lieu thereof as follows:

"(j) No dwelling may be erected nearer than one hundred (100) feet to a Lot line bordering on the Lake, nor nearer than Fifty (50) feet to a Lot line bordering on a subdivision road, nor nearer than twenty (20) feet to a side Lot line which does not border on the Lake. Provided, however, a dwelling erected on any Lot which is bordered on at least two sides by the Lake may instead conform to the following: Rear of dwelling must be at least one hundred (100) feet from the Lake, any side line of dwelling must be at least seventy (70) feet from the Lake, with all other setbacks (Lot side lines not bordering on the Lake and Lot lines bordering on subdivision roads) being as first above stated. In the event any plat of survey of any of the Property or any of the Additional Property shows building set back lines which conflict with this subsection (j), then this subsection (j) shall control."

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY, GEORGIA

MAY 13 93 PM 2:51

GERALDINE G. HART
CLERK

BY *[Signature]*
Clerk

FILED 5-17-1993 AT 10:00 AM
RECORDED MAY 20 1993
BOOK 162 OF DEEDS PAGE
[Signature]
CLERK SUPERIOR COURT, BUTTS CO. GA

see DB 180 pp 280-283

2. Attached hereto as Exhibit "A" are the consents to this Third Amendment to the Declaration of certain of the Owners of the Lots, and by execution of this document the Developer herewith gives its consent, all as provided in Article IX, Section 7 of the Declaration. The consenting Lot Owners together with the Developer constitute more than 75% of the current Owners of Lots located in the Property and the Additional Property.

3. Except as herein and heretofore amended, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Third Amendment to the Declaration to be executed in duplicate in its name and by its duly authorized officers and the corporate seal affixed on the day and year first above written.

HIGH FALLS ASSOCIATES, a Joint Venture composed of Scofield Properties, Inc. and F & D Development, Inc.

SCOFIELD PROPERTIES, INC.

By: [Signature]
JAY C. BEAR, President

(CORPORATE SEAL)

F & D DEVELOPMENT, INC.

By: [Signature]
JAY C. BEAR, Attorney-In-Fact,
per POA, dated March 12, 1990.

(CORPORATE SEAL)

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
(Affix Seal)
My Commission Expires: _____

Notary Public, DeKalb County, Georgia
My Commission Expires Oct. 17, 1994

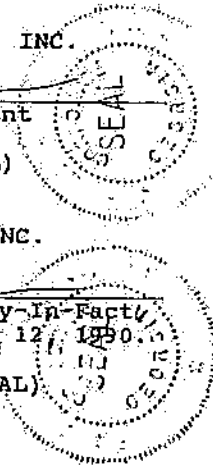
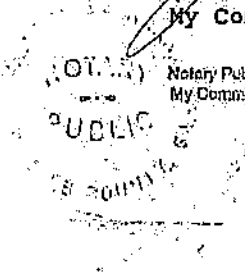


EXHIBIT "A"

RE: THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HARBOUR SHORES AT HIGH FALLS SUBDIVISION DATED FEBRUARY 16, 1993 ("Third Amendment")

The undersigned Lot owner(s) in Harbour Shores at High Falls Subdivision have reviewed and herewith approve the above captioned Third Amendment.

Signed, sealed and delivered the 19th day of March, 1993.

Gilbert A. Banks, Jr.
GILBERT A. BANKS, JR.

Signed, sealed, and delivered
in the presence of:
Sara Walker
Unofficial Witness
Cathy A. Snow
Notary Public
(Affix Seal)
My Commission Expires: _____

Notary Public, Monroe County, Georgia
My Commission Expires Aug. 27, 1994

Notary Public, DeKalb County, Georgia
My Commission Expires Oct. 17, 1994

EXHIBIT "A"


RE: THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HARBOUR SHORES AT HIGH FALLS SUBDIVISION DATED FEBRUARY 16, 1993 ("Third Amendment")

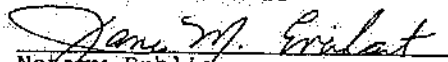
The undersigned Lot owner(s) in Harbour Shores at High Falls Subdivision have reviewed and herewith approve the above captioned Third Amendment.

Signed, sealed and delivered the 27 day of February, 1993.


JAMES D. BISHOP, JR.

Signed, sealed, and delivered in the presence of:


Unofficial Witness


Notary Public
(Affix Seal)
My Commission Expires: _____

Notary Public, DeKalb County, Georgia
My Commission Expires Oct. 17, 1994



FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HARBOUR SHORES AT HIGH FALLS SUBDIVISION (the "Declaration").

This Fourth Amendment to the Declaration, made this 9th day of September, 1993, by High Falls Associates, a Joint Venture composed of Scofield Properties, Inc., a Georgia Corporation, and Land Sellutions, Inc., a Georgia Corporation (the "Developer").

W I T N E S S E T H:

Whereas, the Declaration is dated November 15, 1989, and is recorded in Deed Book 301, Page 163, Monroe County Records, and in Deed Book 126, Page 504, Butts County Records;

And Whereas, the First Amendment to the Declaration is dated April 17, 1990, and is recorded in Deed book 311, Page 230, Monroe County Records, and in Deed Book 130, Page 280, Butts County Records;

And Whereas, the Second Amendment to the Declaration is dated August 17, 1990, and is recorded in Deed Book 326, Page 204, Monroe County Records, and in Deed Book 135, Page 572, Butts County Records;

And Whereas, the Third Amendment to the Declaration is dated February 16, 1993, and is recorded in Deed Book 400, Page 62, Monroe County Records, and in Deed Book 162, Page 25, Butts County Records;

And Whereas, Developer desires to further amend the Declaration in certain particulars;

Now, Therefore, for and in consideration of the premises and of the benefits to be derived by the Developer, its successors and assigns, and each and every subsequent owner of any lot located on the Additional Property hereinafter described, Developer hereby submits the following Additional Property to the Declaration and hereafter, said Additional Property shall be a part of the Property, to-wit:

All those tracts or parcels of land situate, lying and being in Land Lot 103 of the 4th Land District of Monroe County, Georgia, and being designated as Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, lake access lot, 53, 54, 55, 56, 57, 58 and 59 of Block A of Phase II of Harbour Shores at High Falls Subdivision on a certain Plat of survey prepared by Kenneth E. Presley, Surveyor, dated October 18, 1989, revised on November 29, 1989, and recorded in Plat Book 16, Page 80, Clark's Office, Monroe Superior Court. The lake access lot heretofore mentioned is contiguous to and is

SEP 22 1993
BY: *Angela Banks*
Dep Clerk

situate between lots 52 and 53 of Block A of Phase II of Harbour Shores at High Falls Subdivision as shown on said plat.

Also, all those tracts or parcels of land situate, lying and being in Land Lot 103 of the 4th Land District of Monroe County, Georgia, and being designated as lots 1, 2, 3, 4, and 5 of Block B of Phase II of Harbour Shores at High Falls Subdivision on a plat of survey prepared by Kenneth E. Presley, Surveyor, dated October 18, 1989, revised on November 29, 1989, and recorded in Plat Book 16, Page 80, aforesaid records.

Also, all those tracts or parcels of land situate, lying and being in Land Lot 103 of the 4th Land District of Monroe County, Georgia, and being designated as lots 1, 2, 3 and 4 of Block C of Phase II of Harbour Shores at High Falls Subdivision on a certain plat of survey prepared by Kenneth E. Presley, Surveyor, dated October 18, 1989, revised on November 29, 1989, and recorded in Plat Book 16, Page 80, aforesaid records.

Also, all those tracts or parcels of land situate, lying and being in Land Lot 103 of the 4th Land District of Monroe County, Georgia, and being designated as lots 17, 18, 19, 20 and 21 of Block B of Phase II of Harbour Shores at High Falls Subdivision on a certain plat of survey prepared by Kenneth E. Presley, Surveyor, dated October 18, 1989, last revised on January 7, 1991, and recorded in Plat Book 17, Page 124, aforesaid records.

Both of the plats of survey referred to above are by this reference incorporated herein and made a part hereof for all purposes.

Except as herein and heretofore amended, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Fourth Amendment to the Declaration to be executed in duplicate in its name and by its duly authorized officers and the corporate seals affixed, on the day and year first above written.

HIGH FALLS ASSOCIATES, a Joint Venture composed of Scofield Properties, Inc. and Land Sellutions, Inc.

SCOFIELD PROPERTIES, INC.

By: *Jay C. Bear*
JAY C. BEAR, President

(CORPORATE SEAL)

LAND SELLUTIONS, INC.

By: *Jay C. Bear*
JAY C. BEAR, ATTORNEY-IN-FACT, PER POK, DATED MAY 14, 1993

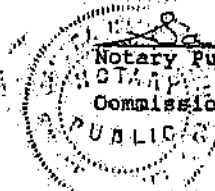
(CORPORATE SEAL)

Signed, sealed, and delivered in the presence of:

Kelly M. Hall
Unofficial Witness

Debra L. Smith
Notary Public

Notary Public, Gwinnett County, Georgia
Commission Expires: My Commission Expires April 12, 1996



RECORDED

SEP 23 1993

Angela Bank
Dep Clerk

FILED 11-3 1994 AT 1:00 PM
 RECORDED Nov 3 1994
 BOOK 150 OF DEED PAGE 583
 Nalanda J. Wood
 CLERK SUPERIOR COURT, BUTTS CO, GA

RET: Mr. Charles B. Haygood, Jr.
 Haygood, Lynch, Harris & Melton
 P.O. BOX 657
 FORSYTH, GA 31029

A30-10413

FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HARBOUR SHORES AT HIGH FALLS SUBDIVISION (the "Declaration").

This Fifth Amendment to the Declaration, made this 28th day of October, 1994, by HIGH FALLS ASSOCIATES, a Joint Venture composed of Scofield Properties, Inc., a Georgia Corporation, and Land Sellutions, Inc., a Georgia Corporation (the "Developer").

W I T N E S S E T H:

Whereas, the Declaration is dated November 15, 1989, and is recorded in Deed Book 301, Page 163, Monroe County Records, and in Deed Book 126, Page 504, Butts County Records;

And Whereas, the First Amendment to the Declaration is dated April 17, 1990, and is recorded in Deed book 311, Page 230, Monroe County Records, and in Deed Book 130, Page 280, Butts County Records;

And Whereas, the Second Amendment to the Declaration is dated August 17, 1990, and is recorded in Deed Book 326, Page 204, Monroe County Records, and in Deed Book 135, Page 572, Butts County Records;

And Whereas, the Third Amendment to the Declaration is dated February 16, 1993, and is recorded in Deed Book 400, Page 62, Monroe County Records, and in Deed Book 162, Page 25, Butts County Records;

And Whereas, the Fourth Amendment to the Declaration is dated September 9, 1993, and is recorded in Deed Book 411, Page 297, Monroe County Records;

And Whereas, Developer desires to further amend the Declaration in certain particulars;

Now, Therefore, for and in consideration of the premises and of the benefits to be derived by the Developer, its successors and assigns, and each and every subsequent owner of any lot located on the Additional Property hereinafter described, Developer hereby submits the following Additional Property to the Declaration and hereafter, said Additional Property shall be a part of the Property, to-wit:

11-3-94
 Nalanda J. Wood
 Clerk Superior Court, Butts Co, GA

Said Grantees to have and to hold said property and its appurtenances as JOINT TENANTS, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

The undersigned warrants the title to said described property unto the said Grantees, against the lawful claims of all persons whomsoever.

Wherever the words "Grantor" and "Grantees" are used herein the same shall be construed to include their respective heirs, successors, executors, administrators and assigns where the context requires or permits; and also the same shall be construed to include when appropriate, either gender, a corporation, partnership, limited partnership, or any other legal entity, and both singular and plural, and the grammatical construction of sentences shall conform thereto.

WITNESS the hand and seal of Grantor on the date above written.

HIGH FALLS ASSOCIATES, a Joint Venture composed of SCOFIELD PROPERTIES, INC., and LAND SELLUTIONS, INC.

SCOFIELD PROPERTIES, INC.

BY: Jay C. Bear
JAY C. BEAR, PRESIDENT

(CORPORATE SEAL)

LAND SELLUTIONS, INC.

BY: Jay C. Bear
JAY C. BEAR, ATTORNEY-IN-FACT, PER POWER OF ATTORNEY, DATED MAY 14, 1998

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

Daniel E. Johnston
Unofficial Witness

