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AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR
PEBBLE CREEK FARM

As approved by the Board of Directors dated October 16, 2006

As adopted by the Membership dated January 4, 2007

0009296

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR PEBBLE CREEK FARM**

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AFTER RECORDATION, PLEASE RETURN
THIS INSTRUMENT TO:
Pebble Creek Farm HOA, Inc.
P.O. Box 582
Grayson, GA 30017

STATE OF GEORGIA

COUNTY OF GWINNETT

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
PEBBLE CREEK FARM**

(Original Declaration Recorded in Deed Book 4509,
Page 163, Gwinnett County, Georgia Records)

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR PEBBLE CREEK FARM is made this 2nd day
of November, 2006 by **PEBBLE CREEK FARM HOMEOWNERS' ASSOCIATION,
INC.**, a non-profit membership corporation organized under the laws of the State of
Georgia (hereinafter referred to as the "Association").

BACKGROUND STATEMENT

The original Declaration of Covenants, Restrictions and Easements for Pebble Creek Farm was recorded by the Declarant, REALTY DEALERS, LTD. on August 28, 1987, at Deed Book 4509, Page 163, Gwinnett County, Georgia Records, declaring its intent to develop certain real property to be known as Pebble Creek Farm as a residential subdivision in Gwinnett County, Georgia. The Declarant, and later its successors-in-title, fully platted and developed all property in Pebble Creek Farm. The right retained by the Declarant to appoint and remove directors and officers of the Association and thereby direct the management of the homeowners association was transferred to the Owners by Amendment to the Declaration pursuant to Section 3.08(a) and recorded by the Declarant on October 31, 1995, recorded at Deed Book 11917, Page 35. Since that date, the affairs of the Association have been managed by the Owners through their elected Board of Directors and appointed officers.

Upon the proposal of the Board of Directors and as approved by the Members pursuant to the procedures required in Section 9.03, the Association hereby comprehensively amends and restates the Declaration of Covenants, Restrictions and Easements for Pebble Creek Farm to be henceforth known as the Amended and Restated Declaration of Covenants, Restrictions and Easements for Pebble Creek Farm and by the recordation of this Amendment it is intended that and it shall become the primary reference instrument and controlling authority for Pebble Creek Farm. All platted and annexed real

property and Common Property located in the Development known as Pebble Creek Farm, which property is more particularly described on Exhibit "A" attached hereto and made a part hereof, shall be held, sold, and conveyed subject to this Amended and Restated Declaration of Covenants, Restrictions and Easements, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The covenants, restrictions, and easements set forth herein shall run with the Property, and shall be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, devisees, successors and assigns and to the benefit of the Association.

Furthermore, it is the express intent of the Association, acting by and through its Board of Directors and as approved by the Members of the Association by a two-thirds (2/3) affirmative vote of the total votes in the Association at a special meeting of the Membership pursuant to notice to all Members and in accordance with the provisions of Section 9.03(b), that the Property described on Exhibit "A" and the Declaration shall avail the Development of the benefits and provisions of Article 6 of Title 44 of the Official Code of Georgia Annotated pursuant to O.C.G.A §44-3-222 (Code 1981, §44-3-222, enacted by Ga. L. 1994, p. 1879, §1) and the Declaration is hereby conformed to the provisions of Article 6 of Title 44.

ARTICLE I

DEFINITIONS

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

1.1 Architectural Control Committee: The "Architectural Control Committee" or "ACC" means collectively those persons appointed to said Committee by the Board of Directors pursuant to Section 5.1.

1.2 Articles of Incorporation: "Articles of Incorporation" means the articles of incorporation creating Pebble Creek Farm Homeowners' Association, Inc. filed with the Georgia Secretary of State on 8/2/1987.

1.3 Association: "Association" means Pebble Creek Farm Homeowners' Association, Inc., a non-profit, non-stock, membership corporation organized under the Georgia Non-Profit Corporation Code, its successors and assigns.

1.4 Board and Board of Directors: "Board" and "Board of Directors" means the collective membership of the Board of Directors of the Association.

1.5 By-Laws: "By-Laws" means the Amended and Restated By-Laws of the Association as recommended by the Board and approved by the Members of the Association in calendar year 2006.

1.6 Code: “Code” means the Georgia Non-Profit Corporation Code.

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

1.8 Declarant: “Declarant” means Realty Dealers, Ltd., an Illinois Limited Partnership, and its successors-in-title and assigns. This term is moot and entered here for historical purposes inasmuch no Declarant exists now that the Development known as Pebble Creek Farm is fully and completely developed as of the date of adoption of this Amended and Restated Declaration of Covenants, Restrictions and Easements.

1.9 Declaration: “Declaration” shall mean the Amended and Restated Declaration of Covenants, Restrictions and Easements for the residential subdivision development known as Pebble Creek Farm as adopted by the membership of the Association in calendar year 2006, and recorded in the records of the Superior Court of Gwinnett County, Georgia.

1.10 Development: “Development” shall mean the collective whole of all platted and annexed residential Lots and Common Property that are subject to the Declaration and deemed a part of the residential subdivision referred to as Pebble Creek Farm.

1.11 Development-Wide Standard: “Development-Wide Standard” shall mean the standard of conduct, maintenance, exterior appearance and other activity generally prevailing in the Development. Such standard may be more specifically determined by the Board by adoption of Design Standards for the Development.

1.12 Design Standards: “Design Standards” means the written guidelines as adopted and amended by the Board that serve as the standards for the conduct of the Owners and Residents, maintenance of the Property and Lots, exterior appearance of Structures and Residences and other activities within the Development.

1.13 Georgia Property Owners’ Association Act: “Georgia Property Owners’ Association Act” means Code 1981, § 44-3-220 et seq., enacted by Ga. L. 1994, p. 1879, §1 as codified as Article 6, Title 44 of the Official Code of Georgia Annotated.

1.14 Lot: “Lot” means any parcel of land shown or listed upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Gwinnett County, covering any portion of the Property, as such boundaries may be modified in accordance with Section 6.3, provided, however, that no portion of the Common Property shall ever be a Lot.

1.15 Member: “Member” means any member of the Association by virtue of being an Owner.

1.16 Membership: “Membership” means the collective total of all Members of the Association.

1.17 Occupant: “Occupant” shall mean any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether such person is a Tenant or the Owner of such property.

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

1.19 Parcel: “Parcel” shall mean and refer to separately designated residential areas comprised of various types of housing initially or by annexation made subject to this Declaration. For example, and by way of illustration and not limitation, a condominium development, a townhouse development, an apartment complex, and a single family detached home subdivision may all be designated as separate parcels. In the absence of specific designation of separate parcel status, all property made subject to this Declaration shall be considered a part of the same parcel.

If separate parcel status is desired, the Board may grant parcel status to any area if so requested in writing by the Owners holding at least seventy-five (75%) percent of the total vote entitled to vote thereon in such area and such action shall be recorded as a properly executed amendment to this Declaration.

1.20 Property: “Property” means that certain real property hereinabove described, together with such additional real property as may be subjected to the provisions of this Declaration in accordance with the provisions of Article X hereof.

1.21 Residence: “Residence” shall mean a structure and the Lot on which it is situated which is intended for independent use and occupancy as a residence for a single family. A structure and the Lot upon which it is situated shall not become a Residence until a certificate of occupancy shall have been issued by the appropriate governmental authorities as a prerequisite to the occupancy of such Residence and until the Lot and structure located thereon shall have been conveyed to a third party other than the builder thereof. The Owner of a Residence shall notify the Association or its designee immediately upon issuance of a certificate of occupancy for the Residence.

1.22 Restriction: “Restriction” means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.23 Right of Abatement: “Right of Abatement” shall mean the right of the Association, through its agents and employees, to enter upon any Lot or Structure as to which a violation, breach or other condition to be remedied exists, to take the actions specified in a notice to an Owner, to abate, extinguish, remove or repair such violation, breach or other condition without being deemed to have committed a trespass or wrongful

act solely by reason of such entry or actions pursuant to Section 8.2.

1.24 Structure: “Structure” means:

(a) Any thing or object the placement of which on any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer) or any temporary or permanent improvement to such Lot.

(b) Any excavation, grading, fill, ditch, diversion dam, or other thing 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, wash or drainage channel from, upon or across any Lot; and

(c) Any change in the grade at any point on a Lot of more than six (6) inches, whether or not Subsection (b) of this Section 1.24 applies to such change.

1.25 Tenant: “Tenant” means a person who has the temporary use and occupation of a Residence owned by an Owner under a written or oral agreement with the Owner and with the Owner’s knowledge and consent.

**ARTICLE II
COMMON PROPERTY**

2.1 Right of Enjoyment. Every Owner of a Residence and/or Tenant of an Owner shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners of Residences to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 2.1 is subject to suspension by the Association as provided in Sections 2.2 (f) and 3.5.

2.2 Rights of the Association. The rights and privileges conferred in Section 2.1 hereof shall be subject to the right, and where applicable, the obligation, of the Association acting through the Board to:

(a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;

(b) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources with amount not to exceed

33.3% of yearly budget without approval by a two-thirds (2/3) vote of the Members who are present in person or by proxy and voting at a meeting of the Members duly held in accordance with the Amended and Restated By-Laws of the Association;

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

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

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

(f) suspend, pursuant to Section 3.5, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.1;

(g) sell, lease or otherwise convey all or any part of its properties and interests therein with approval by a two-thirds (2/3) vote of the Members who are present in person or by proxy and voting at a meeting of the Members duly held in accordance with the Amended and Restated By-Laws of the Association;

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

(i) maintain any and all landscaping treatments on the Common Property.

2.3 Delegation of Use. Any Owner may delegate to the resident members of his family his right to use and enjoy the Common Property or to his Tenants who reside on a Lot the same right of enjoyment in accordance with the Amended and Restated By-Laws.

2.4 Maintenance. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. In addition, the Association shall maintain grass and other landscaping located along or in dedicated rights of way, to the extent permitted by the applicable governmental authority, and shall maintain all entry features and retention ponds for the Development. The foregoing maintenance shall be

performed, when applicable, consistent with the Development-Wide Standard subject to recommendation of the ACC and approval of the Board.

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

ARTICLE III

PEBBLE CREEK FARM HOMEOWNERS' ASSOCIATION, INC.

3.1 Purposes, Powers and Duties of the Association. The Association shall be formed as a Georgia non-profit corporation to operate as a civic organization for the sole purpose of performing certain functions for the common good and general welfare of the Owners, resident family members of Owners, and tenants of Owners who reside in the subdivision development known as Pebble Creek Farm. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the Owners and residents of Pebble Creek Farm. To the extent, and only to the extent, necessary to carry out such purpose, the Association (a) shall have all of the powers of a corporation organized under the Georgia Non-Profit Corporation Code and (b) shall have the power and duty to exercise all of the rights, powers, and privileges and to perform all of the duties and obligations of the Association as set forth in this Amended and Restated Declaration of Covenants, Restrictions and Easements.

3.2 Membership in the Association. Every Owner shall automatically be a member of the Association, such membership being mandatory, and such membership shall terminate only as provided in this Declaration.

3.3 Voting Rights.

(a) Each Owner of a Lot, as defined in Section 1.12, whether one or more persons or entities shall be entitled to one (1) vote per Lot owned by such Owner. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be unanimous and exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association in accordance with the procedures and deadlines stated in any notice of meeting during which a vote will be taken and recorded. Where an Owner owns one or more Lots adjoining his or her Residence, then that Owner shall be entitled to only one (1) vote for all Lots owned.

(b) When an Owner executes a proxy with the intent that the proxy holder shall vote for the Owner, and the Owner subsequently attends a meeting and votes in person, his previously executed proxy by such action is revoked and is null and void.

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

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

(a) Shall be subject to the Right of Abatement, as defined in Section 8.2 by reason of having failed to take reasonable steps to remedy a violation or breach of either this Declaration, the Restrictions or the Design Standards of the Association (as herein defined) within thirty (30) days after having received notice of the same pursuant to the provisions of Sections 5.11, 6.14 or 8.2 hereof;

(b) Shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV hereof; or

(c) Shall be in violation of any of the rules and regulations of the Association relating to the use, operation and maintenance of the Common Property.

Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in Subsection (c) of this Section 3.5, the suspension may be for a period not to exceed sixty (60) days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

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

3.7 Voting Procedures. The procedures for the election of directors of the Association and the resolution of such other issues as may be brought before the Membership of the Association shall be governed by this Amended and Restated Declaration of Covenants, Restrictions and Easements, the Georgia Non-Profit Corporation Code, the Articles of Incorporation of the Association, and the Amended and Restated By-Laws of the Association, a copy of which is attached hereto as Exhibit "B", as each shall from time to time be amended and shall apply to the issue or matter under consideration.

ARTICLE IV

ASSESSMENTS

4.1 Covenants for Assessments and Creation of Lien and Personal Obligation. Each Owner of a Residence or his Tenant, jointly and severally, for himself, his heirs, devisees, legal representatives, successors and assigns, by acceptance of a deed for a Residence, or a lease, whether or not the covenants contained herein shall be expressed in any such deed or lease, hereby covenants and agrees as follows:

(a) To pay to the Association the annual assessments which may or shall be levied by the Association pursuant to the Declaration against all Residences owned or leased by him.

(b) To pay the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to the Declaration against all Residences owned or leased by him.

(c) That there is hereby created a continuing charge and lien upon all Residences owned or leased by him against which all such assessments are made to secure payment of such assessments and any interest thereon as provided in Section 4.9 hereof and costs of collection including reasonable attorneys' fees.

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

(e) That no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Residence from liability for any assessment thereafter assessed.

(f) That all annual, special and specific assessments (together with interest thereon as provided in Section 4.9 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Residence owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Residence as provided in Section 4.1 (c) of this Declaration) a personal obligation which will survive any sale or transfer of the Residence owned by him. Further, the grantee in conveyance of a Lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments against the grantor up to the time of conveyance without prejudice to the grantee's right to recover the amounts paid by the grantee pursuant to the provisions of O.C.G.A. §44-3-225(c).

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the Owners and Residents of the Development, including, but not limited to, security, the acquisition, construction, improvement, maintenance, and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the Association, the payment of operating costs and expenses of the Association, and the payment of all principal and interest when due on all debts owed by

the Association.

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

4.4 Annual Assessment.

(a) Dues are set at Four Hundred Forty and No/100 (\$440.00) Dollars and may be adjusted pursuant to sections 4.4 (b) and 4.4 (c) below.

(b) Without a vote of the membership, the annual assessment may be increased at any time and from time to time during each Assessment Year by a maximum percentage of ten (10%) percent.

(c) The annual assessment for each Assessment Year may at any time and from time to time be increased more than the amount permitted in Section 4.4(b) if such increase is approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration.

4.5 Special and Parcel Assessments.

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

4.6 Assessment Procedure.

(a) The Board shall establish the annual assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article IV. The annual assessment shall be due and payable on January 1 of each year (such date is hereinafter referred to as the "Due Date"). The Board shall also establish an annual budget which shall list the estimated operating expenses and shall contain an amount to be set aside each year into a reserve allowance to be used for future repair and replacement of the Common Property; provided, however, in no event shall the Board be required to provide for a reserve sufficient to cover all such future repair and replacement of the Common Property, it being intended that a portion of such costs will be covered by special assessments. The Board shall cause the Association to send to each Owner at least

thirty (30) days in advance of the Due Date written notice setting forth the amount of the annual assessment and the Due Date. The annual assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special assessments for capital improvements which may be levied in accordance with the provisions of this Article IV.

(b) All Members of the Association shall be given written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Members of the Association at which the Board shall propose taking action pursuant to Section 4.4(c) or Section 4.5 of this Article IV. Such written notice shall specify under which Section or Sections the Board will propose action. At such meeting, the presence of Members or of proxies entitled to cast thirty (30%) percent of the total votes outstanding shall constitute a quorum. If the required quorum is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement, and the required quorum at such second meeting shall be twenty (20%) percent of the total votes outstanding. No such second meeting shall be held more than sixty (60) days following the first meeting. If the required quorum is not present at the second meeting, the Board may take such action without approval of the Members.

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

4.8 Effect of Non-Payment of Assessments. Any Assessment which is not paid on or before the Due Date shall be assessed up to and including a ten (10%) percent late charge based on current year assessment and pursuant to Section 4.7 and bear interest after the Due Date at the lower of the highest legal rate of interest which can be charged or the rate of ten (10%) percent per annum or at such rate as the Board may from time to time establish, provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. In the event of default in the payment of any one or more installments of an assessment, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest, the costs of collection including court costs, the expenses required for the protection and preservation of the Lot and reasonable attorneys' fees actually incurred, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Residence enforceable in accordance with the provisions of this Declaration.

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

bona fide purchaser of, or lender on, the Lot in question.

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

- (a) Expenses of the Association which benefit less than all of the Residences, which may be specifically assessed equitably among all of the Residences which are benefited according to the benefit received;
- (b) Expenses incurred by the Association pursuant to Section 6.13 hereof; and
- (c) Reasonable fines as may be imposed in accordance with the terms of this Declaration and By-Laws.

4.11 Capital Assessment for New Owners. New Owners who contract to purchase a Residence in the Development on or after January 1, 2007, shall be assessed a capital contribution assessment equal to one-half (1/2) of the current annual assessment at the time the Residence is conveyed to the new Owner. Such assessment shall be collected at the closing of the purchase of the Residence and paid over to the Association.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Architectural Control Committee – Creation and Composition

(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) nor more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of members. The Board shall appoint the members of the ACC. All costs of operating the ACC will be borne by the Association.

(b) Each member of the ACC shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall, subject to the provisions of Section 5.1 (a), be filled by the Board at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman. Any member of the ACC may be removed at any time with or without cause by the Board.

5.2 Purpose, Powers and Duties of the ACC. The purpose of the ACC is to

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

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

5.4 Operation of the ACC.

(a) Meetings. The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings may be called by the Chairman at any time, and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify by notice to the members. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by members of the Association and by the Secretary. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if a written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

(i) The ACC may recommend changes in the Design Standards to the Board, and shall promulgate and enforce the Design Standards described in Section

5.5. The ACC or its acting agent shall make findings, determinations, and rulings with respect to the conformity with said Design Standards. Plans and specifications are to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC or its acting agent shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the ACC or its acting agent may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) business days thereof, be given to any applicant for an approval or authorization. The notice shall be given by First class mail to the property owner at his address of record. The applicant may, within ten (10) business days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.

5.5 Design Standards.

(a) The ACC from time to time may recommend changes in the Design Standards to the Board. The Board of Directors shall have the power to adopt, amend or revoke any provision of the Design Standards based upon the recommendation of the ACC or upon its own motion. The ACC shall promulgate to and enforce the provisions of the guidelines (the "Design Standards") among the Membership for the purposes of:

(i) Governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of the Declaration;

(ii) Governing the procedure for such submission of plans and specifications;

(iii) Establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and

(iv) Assuring the conformity and harmony of external design and general quality of the Development.

(b) The ACC shall make a published copy of the Association's current Design Standards readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

(c) The Design Standards, as they exist on January 4, 2007 are hereby adopted as the Design Standards of the Association subject to amendment by the Board of Directors pursuant to this Section 5.5.

5.6 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications are submitted with a properly completed MRF "Modification Request Form" to and approved in writing by the ACC or its acting agent. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC or its acting agent in the Design Standards, including, without being limited to:

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

(b) A foundation plan;

(c) Exterior elevations of all proposed Structures and alterations to existing Structures; and

(d) Specifications of materials, color scheme, and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures.

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

5.8 Disapproval of Plans and Specifications. The ACC or its acting agent shall

have the right to disapprove any plans and specifications pursuant to the Declaration because of any of the following:

(a) The failure to include information in such plans and specifications as may have been reasonably requested;

(b) The failure of such plans or specifications to comply with this Declaration or the Design Standards; or

(c) Any other matter which, in the judgment of the ACC or its acting agent, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for the Development as set forth in the Design Standards or the Development-Wide Standard, or (ii) as to location to be incompatible with topography, finished ground elevation, or surrounding Structures. In any case in which the ACC or its acting agent shall disapprove any plans and specification submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC or its acting agent shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

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

5.10 Inspection Rights. Any employee or agent of the Association or the ACC or its acting agent may, after reasonable notice, at any reasonable time or times enter upon 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 neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.11 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC or its acting agent such violation shall have occurred, the ACC or its acting agent shall notify the Association and the Board shall take appropriate measures to correct the violation; the Board shall provide

written notice to the owner by certified mail or at the option of the Board by certified mail return receipt requested, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the owner shall not have taken reasonable steps toward the required remedial action within (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.2 hereof.

5.12 Letter of Compliance.

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

(b) Any Letter of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such letter shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article; provided, however, that the letter shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC or it's acting agent of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment. The issuance of the letter shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation or in accordance with every detail on the approved plans and specifications.

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

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

5.15 Disclaimer as to ACC Approval. Plans and specifications are not reviewed for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ACC or it's acting agent, the members, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed

from such plans and specifications. Neither the Association, the ACC, the Board, nor the Officers, Directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these Restrictions by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications and every Owner agrees that he will not bring any action or suit against the Association, the ACC, the Board, or the Officers, Directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or non-feasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

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

6.2 Restriction of Use. Lots may be used for single-family residences only and for no other purpose.

6.3 Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent the Owners of any Lots from combining two or more Lots into one Lot for construction of a single Residence thereon; provided, however, that such combined Lot may not be subdivided thereafter; and, provided, further, that the Owner of the Residence on such Lot shall be responsible for annual and special assessments based upon one Lot.

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

6.5 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure may be included in the Design Standards of the Association.

6.6 Signage.

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

- (i) Such signs as may be required by legal proceedings and for display of all building permits;
- (ii) Not more than one "For Sale" sign with information box, such sign having a maximum face area of six square feet; provided that such sign may only be displayed in the front yard of a Lot; and
- (iii) Directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC.

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

6.7 Setbacks. In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such structure. Guidelines for setbacks may be included in the Design standards of the Association. No Structure shall be erected or placed on any lot unless its location is consistent with such setbacks.

6.8 Fences. No Fence or wall of any kind shall be erected, maintained or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls. No chain-link fences shall be erected or maintained on any Lot. Regulations and guidelines related to the design, location and uses of fences and walls are included in the Design Standards of the Association.

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

6.10 Exterior Equipment. No exterior television/radio antennae, solar equipment or other equipment of any sort shall be placed, allowed or maintained upon any portion of a Structure or Lot without prior written approval by the ACC and may be further defined in the Association's Design Standards. No antennae shall be placed on any Structure or Lot for the purpose of transmitting electronic signals. No clotheslines shall be permitted on any Lot. Satellite dishes smaller than one meter in diameter do not require ACC approval

but should be located out of sight when possible. Solar photocell path lighting is not included in this restriction and may be further regulated in the Design Standards of the Association.

6.11 Exterior Screening. All yard equipment, garbage cans/recycling containers, woodpiles, solar equipment and permanent exterior equipment shall be kept screened by adequate planting and/or fencing so as to conceal them from view by neighboring Residences and streets, and may be maintained in the side or rear yard on a Lot only. Proper and adequate screening may be further defined in the Association's Design Standards.

6.12 Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures, (ii) the seeding, watering and mowing of all lawns, and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curbing of the right-of-way bordering said Lot. If in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 8.2 hereof. Guidelines relating to the maintenance of Structures and landscaping are included in the Design Standards of the Association.

6.13 Recreational Vehicles and Trailers. No trailer of any kind, eighteen wheeler, house trailer, mobile home, motor home, recreational vehicle, golf cart, camper, truck with cab-over camper top exceeding the height of the cab, boat or boat trailer or like equipment shall be permitted on any Lot or within the right-of-way of any street in the Development on a permanent basis or be repetitively parked in driveways or on streets that are visible from a neighboring Lot for longer than two (2) consecutive evenings. Notwithstanding the foregoing, any such vehicle or equipment may be stored on a Lot, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by neighboring Residences and streets.

6.14 Commercial Vehicles. No commercial vehicles are allowed. Commercial Vehicles are defined as vehicles displaying visible evidence of commercial use to include but not be limited to vehicles with service bodies, box trucks, box vans, tools, ladder racks with more than one (1) ladder which exceeds the length of the vehicle, business signage that exceeds 2 feet by 2 feet with a limit of three (3) signs, permanent lettering or other visible evidence of business activity. Government police cars are exempt from this

definition.

6.15 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the ACC. Permanent basketball goals may be placed adjacent to the driveway as approved by the ACC. No above ground pools shall be allowed. Additional guidelines relating to the location and installation of recreational equipment are included in the Design Standards of the Association.

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

6.17 Animals. No agricultural animals may be kept on any Lot and no animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have been approved by the ACC.

6.18 Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property or within the right-of-way of any street in the Development.

(b) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property or within the right-of-way of any street in the Development.

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

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

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

ARTICLE VII

EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.1 Easements.

(a) The Association hereby expressly reserves to the Association, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the common property for any purpose which the Association deems necessary, including, by way of example, and not limitation, the following:

- (i) The erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments and guy wires in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;
- (ii) The erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas and water, and for any other public or quasi-public facility, service or function;
- (iii) Slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and
- (iv) The planting or replanting of hedges, shrubbery, bushes, trees, flowers and plants of any nature.

(b) No Owner shall have any right to use any easement created by the Association in, on or over any portion of the Common Property unless such easement has been expressly granted to the Owner.

7.2 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot or any other portion of the Common Property with respect to which easements are shown on a recorded deed, easement agreement or on any filed or recorded map or plat relating thereto.

7.3 Entry. The Association and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The Association and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area.

7.4 Easements for Encroachment and Overhang. There shall be reciprocal

appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

7.5 Lake Easements. The Association hereby reserves for itself and the Association an easement of ingress and egress over and upon all Lots adjacent to lakes, if any, for the purpose of providing necessary or desirable maintenance to such lake, or to the land between the low water line and the property line of such Lot. This easement shall extend into each Lot for a uniform distance of twenty-five (25) feet from the then existing high water line and may be further shown upon final recorded plats. The easement and right herein reserved shall include the right to cut, remove and plant trees, bushes or shrubbery and other vegetation and the right to grade the land covered by the easement.

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

ARTICLE VIII

ENFORCEMENT

8.1 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by the Association and each Owner, his heirs, devisees, legal representatives, successors and assigns.

8.2 Right of Abatement.

(a) Except where different notice provisions are provided in Sections 5.11 and 6.13, in the event of a violation or breach of any Restriction contained in this Declaration, the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the Right of Abatement.

(b) The Right of Abatement, as used in this Section and in Sections 5.11 and 6.13 hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the costs thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by law or eighteen (18%) percent to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 8.4 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.1 hereof, and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) or (2) to finance the construction, repair, or alteration of any or all Structures which may from time to time be placed or located thereon.

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

8.4 Collection of Assessments and Enforcement of Lien.

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

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Courthouse in Gwinnett County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four (4) weeks

immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Gwinnett County, Georgia, are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and its assigns, the agent and attorney-in-fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or its assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, legal representatives, devisees, successors and assigns of such Owner, and that the conveyance to be made by the Association or its assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or its assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of the assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen (15%) percent of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

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

(d) No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a

separate and independent covenant on the part of each Owner.

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

ARTICLE IX

DURATION AND AMENDMENT

9.1 Duration. This Amended and Restated Declaration of Covenants, Restrictions and Easements shall run with and bind the Property and any real property annexed thereto in perpetuity from and after the date when this Amended and Restated Declaration is filed for record with the Clerk of the Superior Court of Gwinnett County, Georgia, and it is expressly intended hereby that this Amended and Restated Declaration will avail the Development known as Pebble Creek Farm of the benefits and provisions of Article 6, Title 44 of the Official Code of Georgia Annotated, known as the Georgia Property Owners' Association Act (Code 1981, §44-3-220 et seq., enacted by Ga. L. 1994, p. 1879, §1.) Notwithstanding the limitations stated in the Declaration of Covenants, Restrictions, and Easements for Pebble Creek Farm recorded in the records of the Clerk of Superior Court of Gwinnett County, Deed Book 4509, page 163 et seq. and the limitations provided in subsection (b) and paragraphs (1), (2), and (4) of subsection (d) of Code Section 44-5-60, such durational limitations shall not apply to this instrument which is hereby submitted to Article 6.

This Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association Officers and recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, or in such other place of recording as may be appropriate at the time of execution of such instrument, pursuant to a resolution approving such termination which is approved by Members holding eighty (80%) percent of the total votes in the Association at a meeting of the Members duly held in accordance with the provisions of the By-Laws of the Association.

9.2 Amendments by the Association.

(a) In the event that any amendment by the Association to this Declaration materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Property as set forth in this Declaration, or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in a number of the then existing Members affected thereby, or

(b) In the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected.

Any amendment made pursuant to this Section 9.2 shall be certified by the Association as having been duly approved by the Association and such Members and mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself.

Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 9.2 and further agrees that, if requested to do so by the Association, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development, (i) if such amendment is necessary to bring any provision hereof or thereof into compliance with the provisions of any applicable governmental statute, rule or regulation or any 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 any Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make, purchase or guarantee mortgage loans on the Lots subject to this Declaration, (iv) if any amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration, or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

9.3 Procedures for the Adoption of Amendments by the Association. Amendments to this Declaration shall be proposed and adopted in the following manner:

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

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association; provided, however, that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee.

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

ARTICLE X

ANNEXATION

10.1 Annexation of Real Property. Additional real property may be annexed to the Property by the Association by filing a written amendment to this Declaration which has attached to it the signed consents of the owners of the real property sought to be annexed. Such annexation shall be approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association. Such annexation shall be accomplished by filing in the Office of the Clerk of Superior Court of Gwinnett County the written amendment with an approved plat, property survey or written legal description adequately describing with specificity the real property to be annexed and a statement that expressly sets forth the Association's intention to make such annexed real property subject to the provisions of this Declaration.

ARTICLE XI

RECONSTRUCTION

11.1 Reconstruction of Damaged or Demolished Structures. In the event that a Structure or improvement on a Lot is destroyed or made uninhabitable or unusable by storm, tornado, earthquake, flooding, lightning, fire or other natural or man-made disaster, then the owner of such Lot shall declare in writing to the Board within 60 days of such a disaster his or her intention to rebuild or fully repair such structure or improvement and such declaration shall be accompanied by a properly completed modification request form (MRF) with detailed reconstruction plans with a request for ACC approval. When approved by the ACC, such repairs or rebuilding shall promptly be accomplished by the owner within the time frame agreed upon by the ACC and the owner on a case by case basis. If the owner declares that no reconstruction will be done, then the Structure or improvement is to be promptly razed or demolished and the Lot is to be re-graded or re-landscaped to return it to acceptable appearance in keeping with the Development-Wide Standard.

ARTICLE XII

MISCELLANEOUS

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

12.2 Severability. A determination by a court of competent jurisdiction that any provision contained in this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

12.3 Headings. The headings of the Articles and Sections hereof are for convenience and readability only and shall not affect the meaning or interpretation of the contents of this

Declaration.

12.4 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

12.5 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to this Declaration, whether made by the Association, the ACC, an Owner, a tenant of an Owner or any other person or legal entity, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage thereon to assure delivery to the addressee, and sent to the following addresses:

If to the Association: Pebble Creek Farm HOA, Inc.
P.O. Box 582
Grayson, GA 30017

If to an Owner: Each Owner's address as registered with
the Association in accordance with the
By-Laws.

Any written communication transmitted in accordance with this Section 11.5 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

12.6 No Liability. The Association has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration or any provision herein is, for any reason whatsoever, ruled or rendered unenforceable by an Owner (or any other person) in a court of law or otherwise, the Association shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that the Association shall have no such liability. In addition, the Association shall have no liability of any kind as a result of the failure to enforce any provision contained in this Declaration.

12.7 Insurance.

(a) At all times during the term of this Declaration, the Association, its successors and assigns, shall be required to keep any and all recreational facilities and any other improvements located on the Common Property fully insured by a reputable insurance company authorized to transact business in the State of Georgia with (1) fire, vandalism, malicious mischief and extended coverage insurance in an amount adequate to cover the cost or replacement of such improvements in the event of loss of any and/or all of such improvements, fixtures and contents thereof, and (2) public liability insurance in such amounts as shall be determined by the Board of Directors as appropriate for the type of recreational activities which shall be allowed on the Common Property. Any such policies

of insurance shall require that the certificate holders and insured be given thirty (30) days prior written notice of any cancellation of such policies.

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

(c) Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the total Association vote entitled to vote thereon otherwise agree. If for any reason either the amount of insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred and twenty (120) days. No mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

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

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

(c) The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible for the damage or destruction of such property.

(d) In addition to the coverage described hereinabove, the Association shall obtain such additional amounts and types of insurance as may be required from time to time, by either the Veterans Administration or the Federal Housing Administration, their successors and assigns, for similar type residential subdivision communities.

12.8 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors of the Association shall be authorized to grant individual variances from any of

the provisions of this Declaration, the By-Laws and any rule, regulation or use restriction promulgated pursuant thereto if the Board determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the external design and general quality of the existing standards of the Development.

ARTICLE XIII

MORTGAGE PROVISIONS

The following provisions are for the benefit of holders of first mortgages on Residences in the Development. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

13.1 Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides a written request to the Association (such request to state the name and address of the holder, insurer, guarantor, and the address of the Residence to which the request applies) shall be deemed an “Eligible Holder”, and will be entitled to timely written notice of the following:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Residence on which there is a first mortgage held, insured or guaranteed by such Eligible Holder;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Residence subject to the mortgage of such Eligible Holder where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residence of any obligation under this Declaration or the By-Laws of the Association which is not cured within sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of eligible mortgagees.

13.2 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first mortgagees or at least two-thirds (2/3) of the total Members of the Association entitled to vote thereon consent, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the

Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

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

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

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Property losses for other than repair, replacement, or reconstruction of such property.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

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

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

13.5 Amendment by the Board. Should the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

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

13.7 Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved

such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XIV

LEASING

14.1 Restrictions on Properties for Lease. The total number of Residences that may be leased by Owners is restricted to ten (10%) percent of the total Residences in the Development. This restriction shall not apply to any currently leased Residences at the time this Article is adopted, but shall apply to any renewal of any such lease. Owners who initiate or renew a lease arrangement for a Residence subsequent to the adoption of this Article, shall make application to the Association and request approval to lease any Residence. If the number of leased Residences exceed the percentage limit above, the Owner's request to lease will be placed on a waiting list and the Owner shall not lease the Residence until permission to lease is granted by the Association. Permission to lease will be granted to pending applications in the order the application was received. If the Residence is leased without permission from the Association, then the Owner shall be notified of the violation and shall be subject to all remedies at law or in equity available to the Association under this Declaration including being subject to fines. Additional restrictions and procedures for lease applications and approvals may be included in the Association's Design Standards and approved by the Board of Directors.

14.2 Legal Entity Leasing Prohibited. No Owner of a Lot in the Development that is not an individual person shall be permitted to lease any Residence owned by such entity. This restriction shall apply but not be limited to corporations, limited partnerships, general partnerships, limited liability companies, limited liability limited partnerships, limited liability partnerships, and trusts. This restriction shall not apply to any such entity landlord who has any lease in effect at the time this Article is adopted. However, upon change of ownership of the property, this provision shall be effective. Violation of this Section 14.2 shall subject the entity landlord to all remedies at law or in equity available to the Association under this Declaration including being subject to fines.

14.3 Tenant Assessments. Tenants of Owners permitted to lease their Residences by the Association shall pay to the Association the annual assessment for dues declared by the Board of Directors for the Tenant's use and enjoyment of the amenities and common areas in the Development. This assessment shall not apply to any current Tenant of any Owner at the time of the adoption of this Article. This assessment is in addition to and not in lieu of the annual assessment required to be paid by all Owners. This assessment is a personal obligation of the Tenant and shall be paid by the Tenant directly to the Association. Failure to pay such assessment shall subject the Tenant to all remedies at law or in equity available to the Association under this Declaration.

CERTIFICATION

The undersigned, the President and Secretary respectively, of Pebble Creek Farm

Homeowners' Association, Inc. do hereby state as follows:

(A) Pebble Creek Farm Homeowners' Association, Inc., is a nonprofit membership corporation organized under Official Code of Georgia Annotated, Chapter 3, Title 14, as amended, a certificate of incorporation having been issued by the Georgia Secretary of State on August 21, 1987, and the corporation is active and in good standing; and

(B) That pursuant to Section 9.03(b) of the Declaration of Covenants, Restrictions and Easements for Pebble Creek Farm, recorded at Deed Book 4509, page 163, Gwinnett County, Georgia records, notice was given to all Members of the Association, including the subject matter and stated purpose, of a special meeting of Members held on November 2, 2006, with a declared quorum for the conduct of the business of the Association; and

(C) That the affirmative vote and agreement of two-thirds of the eligible votes of the Association, in person or by validly executed proxies, was lawfully obtained in accordance with the requirements for amendments to the Declaration pursuant to Section 9.03(b), and the foregoing Amended and Restated Declaration of Covenants, Restrictions, and Easements for Pebble Creek Farm and the Amended and Restated By-Laws of the Association were approved and adopted by the Membership of the Association with the express intent that this Amended and Restated Declaration of Covenants, Restrictions and Easements for Pebble Creek Farm be submitted to and conform the Declaration to the provisions of the Georgia Property Owners' Association Act.


IN WITNESS WHEREOF, Pebble Creek Farm Homeowners' Association, Inc., acting through its duly authorized officers, has caused this Amended and Restated Declaration of Covenants, Restrictions and Easements to be executed and sealed this 4th day of January, 2007.

[SIGNATURES FOLLOW ON NEXT PAGE]

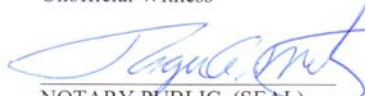
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PEBBLE CREEK FARM HOMEOWNERS'
ASSOCIATION, INC.

Sworn to and subscribed
before me this 4TH day
of January, 2007.

By: 
SANDRA LANE, President


Unofficial Witness


NOTARY PUBLIC (SEAL)
My commission expires:

ATTEST: 
AMY KNIGHT, Secretary

[CORPORATE SEAL]



EXHIBIT "A"

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 102 of the 5th District of Gwinnett County, Georgia, and being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of Block "A", Lots 1, 2, 3, and 4 of Block "B", Lot 1 of Block "C", and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of Block "E", of Pebble Creek Farm, Unit I, as per Plat prepared by Precision Planning, Inc., dated June 16, 1987, revised August 20, 1987, and recorded in Plat Book 42, page 84, Gwinnett County, Georgia records, which Plat is hereby referred to and made a part hereof.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 102 of the 5th District, Gwinnett County, Georgia, and being Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 of Block "B", and Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, and 33 of Block "E", of Pebble Creek Farm, Unit 2, as per Plat prepared by Precision Planning, Inc., dated January 12, 1988, and recorded in Plat Book 45, page 94, Gwinnett County, Georgia records, which Plat is hereby referred to and made a part hereof.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 102 of the 5th District, Gwinnett County, Georgia, and being Lots 1, 2, 3, 4, 5, 6, 7, 8, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, 72, 73, 74, 75, 76, 77, 78, 79, and 80 of Block "G" of Pebble Creek Estates, Phase II, as per plat prepared by Travis Pruitt & Associates, Inc., dated July 23, 1993, and recorded in Plat Book 60, page 63, Gwinnett County, Georgia, records, which Plat is hereby referred to and made a part hereof.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 102 of the 5th District of Gwinnett County, Georgia, and being Lots 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, and 33 of Block "B", Lots 1, 2, 3, 4, and 5 of Block "C", and Lots 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44 of Block "E" of Pebble Creek Estates, Phase One, as per Plat prepared by Watts & Browning Engineers, dated August 8, 1991, and recorded in Plat Book 54, page 70, Gwinnett County, Georgia records, which Plat is hereby referred to and made a part hereof.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lots 101 and 102 of the 5th District, Gwinnett County, Georgia, and being Lots 1, 2, 3, 4, 5, and 6 of Block "F" of Pebble Farm, Unit 3, as per plat prepared by Precision Planning, Inc., dated February 3, 1988, and recorded in Plat Book 49, page 195, Gwinnett County, Georgia records, which plat is hereby referred to and made a part hereof.

EXHIBIT "A" (CONTINUED)

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lots 101 and 102 of the 5th Land District of Gwinnett County, Georgia, being more particularly described as that parcel known as Lots 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71 and 72 Swan Lake subdivision and being recorded in Plat Book 93, Page 122, Gwinnett County, Georgia Records which Plat is incorporated herein and made a part hereof by reference.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 102 of the 5th Land District, Gwinnett County, Georgia, and being more particularly described as follows: BEGINNING AT A POINT marked by an iron pin on the northeastern land lot line of Land Lot 102 which is south 30 degrees 27 minutes 39 seconds east as measured along the northeastern land lot line of Land Lot 102 a distance of 803.54 feet from the common corner of Land Lots 103, 122, 123, and 102; RUNNING THENCE south 30 degrees 27 minutes 39 seconds east along the northeastern land lot line of Land Lot 102 a distance of 752.09 feet to a point marked by an iron pin found; RUNNING THENCE south 30 degrees 23 minutes 12 seconds east along the northeastern land lot line of Land Lot 102 a distance of 80.40 feet to a point marked by an iron pin found; RUNNING THENCE south 16 degrees 16 minutes 09 seconds west a distance of 427.07 feet to a point marked by an iron pin found; RUNNING THENCE north 68 degrees 03 minutes 14 seconds west a distance of 301.32 feet to a point marked by an iron pin on the northwestern margin of the right-of-way of Cobble Creek Lane (having a right-of-way width of 50 feet); RUNNING THENCE south 22 degrees 00 minutes 52 seconds west along the northwestern margin of the right-of-way of Cobble Creek Lane a distance of 84.23 feet to a point marked by an iron pin; RUNNING THENCE north 67 degrees 55 minutes 25 seconds west a distance of 145.98 feet to a point marked by an iron pin found; RUNNING THENCE north 89 degrees 29 minutes 44 seconds west a distance of 118.84 feet to a point marked by an iron pin found; RUNNING THENCE north 82 degrees 29 minutes 34 seconds west a distance of 191.65 feet to a point marked by an iron pin found; RUNNING THENCE north 67 degrees 26 minutes 15 seconds west a distance of 222.86 feet to a point marked by an iron pin found; RUNNING THENCE south 56 degrees 58 minutes 48 seconds west a distance of 126.88 feet to a point marked by an iron pin found; RUNNING THENCE south 81 degrees 47 minutes 09 seconds west a distance of 495.45 feet to a point marked by an iron pin; RUNNING THENCE north 00 degrees 44 minutes 26 seconds west a distance of 41.87 feet to a point marked by an iron pin; RUNNING THENCE north 16 degrees 28 minutes 23 seconds east a distance of 562.41 feet to a point marked by an iron pin; RUNNING THENCE north 49 degrees 39 minutes 20 seconds east a distance of 515.03 feet to a point marked by an iron pin; RUNNING THENCE north 56 degrees 30 minutes 06 seconds east a distance of 440.19 feet to a point marked by an iron pin; RUNNING THENCE south 74 degrees 53 minutes 01 second east a distance of 348.97 feet to the POINT OF BEGINNING; said parcel containing 30.315 acres; all as shown and delineated on Boundary Survey prepared for Lone Pine, Inc., and James B. Braden by Precision Planning, Inc. (Randall W. Dixon, Georgia Registered Land Surveyor No. 1678), dated December 19, 1996.