

RESTRICTIVE COVENANTS



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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

FOR
BRIDLETON

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION BUT DOES NOT SUBMIT THIS COMMUNITY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, *ET SEQ.*

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
BRIDLETON
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- EXHIBIT "A-1" - EAHI PROPERTY
- EXHIBIT "A-2" - RYLAND PROPERTY
- EXHIBIT "B" - ADDITIONAL PROPERTY WHICH MAY BE UNILATERALLY SUBMITTED TO THIS
DECLARATION BY RYLAND OR EAHI
- EXHIBIT "C" - BYLAWS OF BRIDLETON HOMEOWNERS ASSOCIATION, INC.
- EXHIBIT "D" - MINIMUM GUIDELINES

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
BRIDLETON

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIDLETON ("Declaration") is made on the date hereinafter set forth by **THE RYLAND GROUP, INC.**, a Maryland corporation (hereinafter sometimes called "Ryland") and **EAHI BRIDLETON, LLC**, a Georgia limited liability company (hereinafter referred to as "EAHI");

WITNESSETH

WHEREAS, EAHI is the owner of the real property described in Exhibit "A-1" hereof;
and

WHEREAS, Ryland is the owner of the real property described on Exhibit "A-2" hereof;
and

WHEREAS, EAHI desires to subject the real property described in Exhibit "A-1" hereof and Ryland desires to subject to the real property described in Exhibit "A-2" hereof to the provisions of this Declaration to create a residential community of single-family housing and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, EAHI hereby declares that the real property described on Exhibit "A-1" attached hereto and by this reference incorporated herein and Ryland hereby declares that the real property described on Exhibit "A-2" attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Article 1
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

1.1 "Approved Builder" means any home builder approved by EAHI for the construction of houses on Lots located on the EAHI Property, which home builder has been granted rights of Approved Builder hereunder by EAHI in a written instrument; and any home builder approved by Ryland for the construction of houses on Lots located on the Ryland Property, which home builder has been granted rights of Approved Builder hereunder by Ryland in a written instrument. EAHI and Ryland may grant rights of Approved Builder to one or several home builders. The rights of Approved Builder hereunder shall apply only to the Lots within the Community which are acquired by the Approved Builder.

1.2 "Articles of Incorporation" means the Articles of Incorporation of Bridleton Homeowners Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference as may be amended from time to time.

1.3 "Association" means the Bridleton Homeowners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.4 "Board of Directors" or "Board" means the appointed or elected body of the Association, vested with the authority to operate and manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. §14-3-101, *et seq.*

1.5 "Bylaws" means the Bylaws of Bridleton Homeowners Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference, as may be amended from time to time.

1.6 "Common Property" means any and all real and personal property, including, without limitation, easements and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.7 "Community" refers to that certain real property described in Exhibit "A-1" and Exhibit "A-2" attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

1.8 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association and as articulated in the Minimum Guidelines and Architectural Guidelines established pursuant to Article 6 hereof, but must be consistent with the Community-Wide Standard originally established by Ryland and EAHI.

1.9 "EAHI" means **EAHI BRIDLETON, LLC**, a Georgia limited liability company and its successor, successors-in-title or assigns taking title to all or any portion of the EAHI Property described on Exhibit "A-1" attached hereto. Any or all of the rights of EAHI set forth in this Declaration, the Articles of Incorporation or the Bylaws may be transferred or assigned in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the EAHI has under this Declaration, the Articles of Incorporation or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by EAHI and recorded in Forsyth County, Georgia land records. Notwithstanding the foregoing, any assignment or transfer of the rights of EAHI as provided herein shall be effective and apply only to the EAHI Property.

1.10 "EAHI Property" means that certain real property described on Exhibit "A-1" attached hereto and incorporated herein and such additional property as may be added by Supplementary Declaration as provided herein.

1.11 "Lot" means any plot of land within the Community, whether or not improvements are constructed thereon which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on the subdivision plat(s) for the Community recorded in the Forsyth County, Georgia land records. The ownership of each Lot shall include, and there shall pass with the title to each Lot as an appurtenance thereto, whether or not separately described, all of the rights and interests of an Owner in the Common Property, as herein provided, together with membership in the Association.

1.12 "Mortgage" means any and all instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.13 "Mortgagee" means the holder of a Mortgage.

1.14 "Occupant" means any Person occupying all or any portion of a Lot for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.15 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.16 "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

1.17 "Ryland" means **THE RYLAND GROUP, INC.**, a Maryland corporation and its successor, successors-in-title or assigns taking title to all or any portion of the Ryland Property described on Exhibit "A-2" attached hereto. Any or all of the rights of Ryland set forth in this Declaration, the Articles of Incorporation or the Bylaws may be transferred or assigned in whole or in part to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a

right beyond that which the Ryland has under this Declaration, the Articles of Incorporation or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Ryland and recorded in Forsyth County, Georgia land records. Notwithstanding the foregoing, any assignment or transfer of the rights of Ryland as provided herein shall be effective and apply only to the Ryland Property.

1.18 "Ryland Property" means that certain real property described on Exhibit "A-2" attached hereto and by this reference incorporated herein and such additional property as may be added by Supplementary Declaration as provided herein.

1.19 "Supplementary Declaration" means a supplement to this Declaration which subjects additional property to the provisions of this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

1.20 "Total Association Vote" means the votes attributable to the entire membership of the Association (including votes of Ryland and EAHI, respectively) as of the record date for such action, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, two-thirds (2/3) of the Total Association Vote is required to approve a matter, such matter must receive more than two-thirds (2/3) of the votes attributable to all existing members of the Association as of the record date for such action (and excluding the votes of any Owners whose voting rights have been suspended as provided herein), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

Article 2 Property Subject To This Declaration

2.1 Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A-1" and Exhibit "A-2" attached hereto and by this reference made a part hereof.

2.2 Annexation By Ryland or EAHI.

(a) Annexation by Ryland. As the owner thereof or, if not the owner, with the consent of the owner thereof, Ryland shall have the right, privilege, and option from time to time at any time until twenty (20) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of Superior Court of Forsyth County, Georgia a Supplementary Declaration executed by Ryland describing the property being subjected. So long as EAHI owns any property on Exhibit "A-2" or on Exhibit "B", such Supplementary Declaration shall also

require the consent of EAHI. Any annexation shall be effective upon the filing for record of such Supplementary Declaration unless a later effective date is provided therein.

(b) Annexation by EAHI. As the owner thereof or, if not the owner, with the consent of the owner thereof, EAHI shall have the right, privilege, and option from time to time at any time until twenty (20) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of Superior Court of Forsyth County, Georgia a Supplementary Declaration executed by Ryland describing the property being subjected. So long as Ryland owns any property on Exhibit "A-1" or on Exhibit "B", such Supplementary Declaration shall also require the consent of Ryland. Any annexation shall be effective upon the filing for record of such Supplementary Declaration unless a later effective date is provided therein.

2.3 Annexation by Association. Upon the written consent of: (a) the owner(s) thereof; (b) Ryland and EAHI; and (c) the Owners of at least two-thirds (2/3) of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Forsyth County, Georgia land records a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration in the Forsyth County, Georgia land records, unless a later effective date is provided therein.

2.4 Withdrawal of Property. Ryland and EAHI each reserve the right to amend this Declaration so long as they have a right to annex additional property pursuant to Section 2.2 hereof for the purpose of removing any portion of the Community then owned by Ryland, EAHI, Approved Builder or the Association from the coverage of this Declaration. Any such withdrawal shall be accomplished by filing an amendment to this Declaration which: (a) describes the property to be removed; (b) is executed by Ryland and EAHI; (c) is executed by the Owner(s) of the property being removed (if other than Ryland or EAHI); and (d) is effective upon the filing for record in the Office of the Clerk of Superior Court of Forsyth County, Georgia unless a later effective date is provided therein.

Article 3

Association Membership and Voting Rights

3.1 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the spouse of a member, but in no event shall more than one (1) office be held for each Lot owned. This Section is not intended to prohibit the same

individual from being both an officer and a director of the Association. Nothing in this Section shall restrict the number of votes cast or the number of officers and directors appointed by Ryland and EAHL.

3.2 Voting. Members shall be entitled to cast one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Lot shall be suspended in the event more than one (1) Person seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, rules and regulations of the Association or Minimum Guidelines or Architectural Guidelines, as more particularly set forth in Article 6 hereof.

Article 4 Assessments

4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments; (b) special assessments; and (c) specific assessments. All assessments, together with late charges (in an amount determined by the Board from time to time), interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be a continuing lien in favor of the Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each assessment, together with late charges, interest and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings. No Owner may waive or otherwise be exempt from liability for the assessments provided for herein for any reason, including, by way of illustration, and not limitation, abandonment of the Lot or nonuse of the Common Property, including, without limitation, nonuse of the Community recreational facilities. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take

some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall also include the costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

4.3 Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the general assessment to be levied against each Lot for the year to be delivered to each member at least thirty (30) days prior to the due date of such general assessment. The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote, Ryland and EAHI. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue.

4.4 General Assessments. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. Except as provided in Section 4.9 hereof, general assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in one annual installment. General assessments may include, without limitation, the following: (a) sums for property taxes; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) charges for utilities and other services provided by the Association, if any; (f) landscape maintenance; (g) costs associated with maintaining the storm water drainage facilities serving the Community; (h) costs to maintain the Community recreational facilities; (i) costs to maintain the Community entry features, including irrigation and lighting expenses associated therewith; and (j) expenses and liabilities incurred as provided herein, in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.5 Special Assessments. The Association, acting through the Board of Directors, may levy a special assessment against all Owners in the Community for unbudgeted or unanticipated expenses or expenses in excess of those budgeted. So long as the total amount of special assessments allocated to each Lot does not exceed the amount of the annual general assessment in any one fiscal year, the Board may impose the special assessment without a vote of the Owners. Except as provided in Section 8.3 hereof, any special assessment which would cause the amount of the special assessments allocated to any one Lot in a single fiscal year to exceed the amount of the annual general assessment must be approved by two-thirds (2/3) of the Total Association Vote, Ryland and EAHI in order to be effective. Special assessments shall be paid

as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.6 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association 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. Fines levied pursuant to this Declaration, the working capital contribution and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; (b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received; and (c) expenses incurred by the Association which are attributable to the conduct of a particular Owner or the Occupants, guests, invitees or licensees of an Owner may be specifically assessed against the Lot of such Owner.

4.7 Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Declaration or any other document related thereto or executed in connection therewith, the lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Lot if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the Lot pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or the then Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

4.8 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer or conveyance; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any

agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge (in an amount determined by the Board of Directors from time to time) and interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due). As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall also include costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien with the Office of the Clerk of Superior Court of Forsyth County, Georgia, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property, including, without limitation, the right to use and enjoy the Community recreational facilities, and the right to receive and enjoy such services and other benefits as may then be provided by the Association, if any. Any such suspension shall not affect such Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Lot in favor of the Association.

4.9 Date of Commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Lot on the date that such Lot has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling located on such Lot or use such dwelling for residential purposes, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. Any Lot which has been approved by Ryland or EAHI for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Ryland, EAHI, Approved Builder or any other Person, so long as such Lot is used as a model home and is not occupied for residential purposes.

4.10 Deficit Funding by Ryland and EAHI. For so long as Ryland and EAHI have the authority to appoint and remove the directors and officers of the Association, Ryland and EAHI may, but shall not be obligated to: (a) advance funds or contributions of services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind contribution"), or a combination of these, to the Association sufficient to satisfy the deficit, if

any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the general, special and specific assessments collected by the Association in any fiscal year (such advances may be evidenced by promissory notes from the Association in favor of Ryland or EAH, as applicable); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community. No Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

4.11 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.12 Estoppel Letter. The Association shall, within five (5) business days after receiving a written request therefor and for a reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

4.13 Working Capital Contribution. Upon the sale of each and every Lot after it has been improved with a residence for which a certificate of occupancy has been issued, a working capital contribution in an amount determined by the Board from time to time, but not to exceed the amount of the annual assessment applicable to the Lot for the year of such conveyance shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association. The working capital contribution shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the general assessment and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose providing a direct benefit to the Community, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the working capital contribution shall not apply to the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring the Lot from the foreclosing Mortgagee.

Article 5 Maintenance; Common Property

5.1 Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property, which shall include, without limitation, the maintenance, repair and replacement of all landscaping and improvements situated thereon. The Association shall also maintain (whether or not constituting Common Property) the following: (a) all

Community entry features, including, without limitation, entry monuments and signage, and appurtenant landscaping, whether or not such entry features and landscaping are located on a Lot, privately owned property or public right-of-way and any irrigation system and lighting, if any, provided to such entry features and related landscaping; (b) all Community green space and open space, if and to the extent the same are not maintained on an ongoing basis by a governmental entity; (c) all storm water detention/retention ponds and storm water drainage facilities serving the Community and any gate, fence or other enclosure surrounding said storm water detention/retention ponds, if and to the extent such facilities are not maintained on an ongoing basis by a governmental entity or third party; provided, however, each Owner of a Lot, and not the Association, shall be responsible for the maintenance, repair and replacement of all storm water drainage facilities located on and exclusively serving such Lot; (d) all street medians and islands located along the public right-of-ways in the Community, if any, if and to the extent the same are not maintained on an ongoing basis by a governmental entity; and (e) the Community recreational facilities.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or outside of the Community and to enter into easements and covenant to share costs agreements regarding such property, where the Board has determined that such action would benefit the Owners. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

5.2 Owner's Maintenance Responsibility.

(a) General. Except for maintenance performed on or to a Lot by the Association pursuant to Section 5.1, if any, all maintenance of the Lot and all structures, landscaping, and other improvements located thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: (i) prompt removal of all litter, trash, refuse, and waste; (ii) lawn mowing on a regular basis; (iii) tree and shrub pruning; (iv) watering landscaped areas; (v) keeping improvements and exterior lighting in good repair and working order; (vi) keeping lawn and garden areas alive, free of weeds, and attractive; (vii) keeping driveways and walkways in good repair; (viii) complying with all governmental health and police requirements; (ix) maintenance of grading and storm water drainage as originally established on the Lot; (x) repair of exterior damage to improvements; (xi) all maintenance, repair and replacement to the residential dwelling located on a Lot, including, without limitation, periodic painting and pressure washing as needed to such residential dwelling; (xii) all storm water drainage facilities which are located on and exclusively serve the Lot; and (xiii) all pipes, wires and conduits which exclusively serve the Lot.

(b) Failure to Maintain. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable period of time. If any Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement to the Lot and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment. This provision shall not apply to any Lot(s) owned by Ryland, EAHI or Approved Builder, unless improved with a dwelling and occupied as a residence; provided, however Ryland, EAHI and Approved Builder shall keep all construction sites and Lots mowed and free of trash and debris.

5.3 Conveyance of Common Property by Ryland, EAHI or Approved Builder to Association; No Implied Rights. Ryland or EAHI may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and, if and as provided in Section 5.1 hereof, maintained by the Association for the benefit of its members. So long as Ryland or EAHI own any property primarily for development and/or sale in the Community or have the right unilaterally to annex additional property to the Declaration, Ryland or EAHI, as applicable, may, upon written notice to the Association, require the reconveyance by the Association to Ryland or EAHI, as applicable, of all or any portion of the Common Property, improved or unimproved, at no charge to Ryland or EAHI, as applicable, without a vote of the members of the Association, if all or any portion of the Common Property is: (a) found by Ryland or EAHI to have been conveyed in error, (b) needed by Ryland or EAHI to make adjustments in property boundary lines, or (c) reasonably determined by Ryland or EAHI to be needed by Ryland or EAHI due to changes in the overall scheme of development for the Community. In the event that Ryland requires Association to reconvey property pursuant to this Section 5.1, said reconveyance shall require the prior written consent of EAHI, which consent shall not be unreasonably withheld. In the event that EAHI requires Association to reconvey property pursuant to this Section 5.1, said reconveyance shall require the prior written consent of Ryland, which consent shall not be unreasonably withheld,

The Association hereby constitutes and appoints Ryland and EAHI as its agent and attorney-in-fact to accept on behalf of the Association any such conveyance to the Association, to reconvey any such property on behalf of the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyance to or reconveyance from the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. Neither Ryland, EAHI nor Approved Builder shall be required to make any

improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not such property has been made available for the use of Owners. Ryland, EAHI or Approved Builder with the consent of EAHI may reserve, by lease, license, easement or otherwise, such rights of use and enjoyment in and to all or any portion of the property so conveyed as they may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by Ryland, EAHI or Approved Builder with the consent of EAHI to the Association or the Owners, as the case may be, by an instrument recorded in the Office of the Clerk of Superior Court of Forsyth County, Georgia.

5.4 Partition. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of: (a) all Owners of all portions of the property located within the Community; and (b) all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Lots located within the Community.

5.5 Condemnation. In the event of a taking by eminent domain of all or any portion of the Common Property on which improvements have been constructed, the Association shall, if reasonably possible, restore or replace such improvements so taken on the remaining Common Property, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the Total Association Vote, Ryland and EAHI. The provisions of this Declaration applicable to the replacement or restoration of damaged improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

5.6 Liability. Owners, Occupants and their guests shall use the common areas maintained by the Association and all other Common Property and all portions of the Community not contained within a Lot, including, without limitation, the Community recreational facilities, at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property and all portions of the Community not contained within a Lot, including, without limitation, the Community recreational facilities, for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association, Ryland, EAHI and Approved Builder and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person occurring on the Common Property, nor for loss or damage to personal belongings used or stored thereon or on any other portion of the Community. Neither the Association, Ryland, EAHI, Approved Builder nor their respective officers, directors, employees, representatives and agents shall be liable for injury or damage to any Person or property: (a) caused by the elements or by an Owner or any other Person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association or from

any portion of the Common Property, or (c) caused by any street, pipe, plumbing, drain, pond, lake, dam, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. In addition to the foregoing, the Association, the Ryland, EAHI and their respective officers, directors, employees, representatives or agents shall not be responsible for loss or damage to personal belongings used or stored on the Common Property and shall not be liable to any Owner or Occupant for loss or damage, by theft or otherwise, of any other property of such Owner or Occupant.

Article 6
Architectural Standards

6.1 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavating, grading, filling, construction of impervious surfaces, building, exterior alteration of existing improvements, installing storm and screen doors and storm windows, fencing, changing the exterior color of any existing improvement and planting and removing landscaping materials), shall be commenced or placed upon any part of the Community unless, installed by Ryland or EAHI or an affiliate of Ryland or EAHI, approved in accordance with this Article, or otherwise expressly permitted under this Declaration. Any Owner may remodel, paint or redecorate the interior of structures on the Lot without approval hereunder. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the dwelling located on a Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure located on a Lot in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to: (a) the activities of Ryland, EAHI or affiliates of Ryland or EAHI, provided however, all construction in the Community shall comply with and conform to the Minimum Guidelines set forth herein; or (b) improvements to the Common Property made by or on behalf of the Association. An Approved Builder may submit its standard plans to EAHI or Ryland, as applicable, for approval hereunder, which approval shall not be unreasonably withheld, and thereafter no further approval shall be required under this Article for such Approved Builder to construct improvements on Lots within the EAHI Property or the Ryland Property, as the case may be, consistent with the approved standard plans. This Article may not be amended without the written consent of: (x) Ryland until it no longer owns any property in the Community, no longer has the right to unilaterally annex additional property to the Community and each Lot on the Ryland Property has been improved with a dwelling for which a certificate of occupancy has been issued; and (y) EAHI until it no longer owns any property in the Community, no longer has the right to unilaterally annex additional property to the Community and each Lot on the EAHI Property has been improved with a dwelling for which a certificate of occupancy has been issued

6.2 Guidelines and Procedures. Except as provided above or as specifically articulated in the Minimum Guidelines and Architectural Guidelines, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by Ryland or EAHI, as more particularly outlined in Section 6.3 hereof. All plans and specifications submitted to Ryland or EAHI shall be of sufficient detail to allow Ryland or EAHI to make its review and to the extent required shall show the nature, kind, shape,

height, materials and location of the proposed improvement. If plans and specifications are not approved or disapproved within thirty (30) days after receipt of all required information, such approval shall be deemed to have been given. If construction does not commence on a project for which plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit plans and specifications for reconsideration. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for the maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. An Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. Ryland or EAHI shall be the sole arbiter of such plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and shall be entitled to stop any construction in violation of any provision of this Declaration or Minimum Guidelines or the Architectural Guidelines, as defined below, adopted hereunder. Ryland, EAHI and their representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to determine whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry. Notwithstanding anything to the contrary herein, nothing herein shall be construed as permitting the Association to enter any residential dwelling located on a Lot.

6.3 Architectural Review.

(a) Ryland Property. Until all Lots in the Ryland Property have been fully developed and the residential dwellings located thereon have been issued a certificate of occupancy by the applicable governmental authority and such Lots have been conveyed to Owners for residential occupancy, Ryland shall have the sole right, power and authority under this Article to review and approve all plans and specifications for construction, exterior modifications, alterations on Lots located in the Ryland Property. Notwithstanding the foregoing, Ryland may in its sole discretion relinquish architectural control as to certain types of improvements or modifications to the Board of Directors while retaining control over all other building and construction on the Ryland Property; provided, however, any right, power or authority of Ryland which may be relinquished to the Association prior to the termination of the rights of Ryland hereunder shall only be by a written instrument executed by Ryland and recorded in the Forsyth County, Georgia land records, no such right, power or authority shall be relinquished by implication or otherwise and such relinquishment shall only apply to the Ryland Property. For example and without limitation, Ryland may relinquish control over modifications of existing structures located on the Ryland Property to the Board of Directors while retaining all authority over new home construction. Upon the surrender in writing of all or a portion of such right and authority, the Board of Directors shall then have such jurisdiction over architectural control under this Article as may have been relinquished by Ryland; provided, however, the establishment of an advisory architectural review committee shall not be deemed to be a relinquishment by Ryland of any of its right, power and authority hereunder.

(b) EAHI Property. Until all Lots in the EAHI Property have been fully developed and the residential dwellings located thereon have been issued a certificate of occupancy by the

applicable governmental authority and such Lots have been conveyed to Owners for residential occupancy or residential use, EAHI shall have the sole right, power and authority under this Article to review and approve all plans and specifications for construction, exterior modifications, alterations on Lots located in the EAHI Property. Notwithstanding the foregoing, EAHI may in its sole discretion relinquish architectural control as to certain types of improvements or modifications to the Board of Directors while retaining control over all other building and construction on the EAHI Property; provided, however, any right, power or authority of EAHI which may be relinquished to the Association prior to the termination of the rights of EAHI hereunder shall only be by a written instrument executed by EAHI and recorded in the Forsyth County, Georgia land records, no such right, power or authority shall be relinquished by implication or otherwise and such relinquishment shall only apply to the EAHI Property. For example and without limitation, EAHI may relinquish control over modifications of existing structures located on the EAHI Property to the Board of Directors while retaining all authority over new home construction. Upon the surrender in writing of all or a portion of such right and authority, the Board of Directors shall then have such jurisdiction over architectural control under this Article as may have been relinquished by EAHI; provided, however, the establishment of an advisory architectural review committee shall not be deemed to be a relinquishment by EAHI of any of its right, power and authority hereunder.

(c) Architectural Review by Board. Upon the termination or relinquishment of the rights of Ryland and EAHI as provided herein, the Board of Directors shall have all right, power and authority to review and approve all building and construction activity within the Community and this Article shall then be read and interpreted as if any reference to the authority of or action by Ryland or EAHI in this Article 6 were a reference to the authority of or action by the Board of Directors. The Board of Directors may, but shall have no obligation to, establish an architectural review committee ("ARC"), which shall then have such rights, powers and authority as may be granted to it by the Board of Directors. The Board of Directors may grant to the ARC all of its rights, powers and authorities hereunder, or may grant the ARC such limited rights as it deems appropriate in its sole discretion. In the event that all or any portion of such rights, powers and authorities are granted to an ARC, this Article or portions thereof, as appropriate, shall then be read and interpreted as if any reference to the authority of or action by Ryland or EAHI in this Article 6 were a reference to the ARC. Notwithstanding anything herein to the contrary, the Board of Directors shall have the sole right and authority to appoint and remove the members of the ARC.

6.4 Architectural Guidelines.

(a) Minimum Guidelines. Ryland and EAHI have adopted minimum guidelines governing the construction of improvements on Lots in the Community ("Minimum Guidelines"). No homes shall be constructed in the Community in contravention of the Minimum Guidelines. The Minimum Guidelines are attached as Exhibit "D" hereto and by this reference incorporated herein. Until the rights of both Ryland and EAHI have terminated as provided in Section 10.5 of this Declaration, the Minimum Guidelines shall only be terminated or modified by a document executed by both Ryland and EAHI and recorded in the Forsyth County, land records. Ryland and EAHI shall have the sole and exclusive authority to amend, from time to time at their sole discretion and without notice, the Minimum Guidelines, which

may be modified in whole or in part, repealed or expanded by Ryland and EAHI at any time and from time to time at their sole discretion. After the rights of both Ryland and EAHI have terminated as provided in Section 10.5 hereof, the Minimum Guidelines may be modified in whole or in part, repealed or expanded by the Board of Directors, without a vote of the members.

(b) Architectural Guidelines. Ryland and EAHI may adopt written architectural guidelines ("Architectural Guidelines") and application and review procedures, which may provide for a review fee applicable to the Community. Ryland and EAHI shall have the sole and full authority to prepare and to amend, from time to time at their sole discretion and without notice, the Architectural Guidelines. Ryland and EAHI shall make the Architectural Guidelines available to Owners and Occupants who seek to engage in construction upon all or any portion of the Community and such Owners and Occupants shall conduct their operations strictly in accordance therewith and with the provisions of this Article 6. The Architectural Guidelines may be modified in whole or in part, repealed or expanded by Ryland and EAHI at any time and from time to time at their sole discretion. In the event Ryland and EAHI modify, expand or repeal all or any portion of the Architectural Guidelines, said new Architectural Guidelines shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the consent of Ryland and EAHI.

After the rights of both Ryland and EAHI have terminated as provided in Section 6.3 hereof, the Board of Directors shall have the right, in its discretion, to amend or revise any Architectural Guidelines which may have been adopted by Ryland and EAHI or if Architectural Guidelines have not been adopted, to adopt said Architectural Guidelines.

Notwithstanding anything to the contrary herein, a copy of the Architectural Guidelines then in effect shall be provided to any requesting member or Mortgagee.

(c) All Owners and Occupants of Lots are hereby notified that the use of their Lot is limited by the Minimum Guidelines and Architectural Guidelines, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected, that the Minimum Guidelines and Architectural Guidelines may change from time to time, and that such changed Minimum Guidelines or Architectural Guidelines may or may not be set forth in an instrument recorded in the Forsyth County, Georgia land records.

6.5 Limitation of Liability. Plans and specifications are not approved for engineering or structural design, quality of materials or for compliance with applicable building codes, permitting requirements, zoning conditions or other local or governmental ordinances governing construction in the Community and by approving such plans and specifications Ryland, EAHI, the Association and their respective directors, officers, members, representatives, agents or employees assume no liability or responsibility therefor or for any defect in any structure or improvement constructed from such plans and specifications or for any violation of applicable building codes, permitting requirements, zoning conditions or local or governmental laws or ordinances. Neither Ryland, EAHI, the Association, nor their respective officers, directors,

members, employees and agents 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 nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Ryland, EAHI, the Association or their respective officers, directors, members, employees and agents to recover any 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 nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

6.6 No Waiver. The approval of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of Ryland or EAHI shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

6.7 Variances. Notwithstanding anything to the contrary contained herein, the Board, with the written consent of both Ryland and EAHI, shall be authorized to grant individual variances from any of the provisions of this Declaration and the Minimum Guidelines and Architectural Guidelines if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship or aesthetic considerations or environmental considerations. No variance shall: (a) be effective unless in writing; (b) be inconsistent with the overall scheme of development for the Community; or (c) prevent Ryland or EAHI from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the foregoing, no variances from the Minimum Guidelines shall be issued unless the same have been approved by both Ryland and EAHI.

6.8 Enforcement. Any structure, improvement or landscaping improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from Ryland or EAHI, as applicable, Owners shall, at their own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Ryland or EAHI and their agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, reasonable attorney's fees actually incurred, may be assessed against the Lot as a specific assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Minimum Guidelines and Architectural Guidelines may be excluded by the Association from the Community, subject to any applicable notice and hearing procedures contained in the Bylaws. Neither Ryland, EAHI, Approved Builder, the Association

nor their respective officers, directors, members, employees and agents shall be held liable to any Person for exercising the rights granted by this Section, including, without limitation, claims for damages resulting from the removal of the nonconforming structure or improvement in accordance with the procedures set forth herein. In addition to any other remedies available to the Association, Ryland or EAHI, in the event of noncompliance with this Article, the Association, Ryland or EAHI may record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, Ryland, EAHI or the Association, acting through the Board, shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article, including, without limitation, the right to levy and collect fines against non complying Owners and Occupants in accordance with the provisions Article 10 hereof, subject to applicable notice and hearing provisions in the Bylaws.

Article 7
Use Restrictions and Rules

7.1 Rules and Regulations. The Board of Directors may, from time to time, with the consent of Ryland and EAHI and without a vote of the members, promulgate, modify or delete reasonable rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote, Ryland and EAHI. All rules and regulations adopted by the Board shall apply uniformly to all Lots in the Community without regard to whether such Lots are located in the Ryland Property or the EAHI Property, respectively.

All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the rules and regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected, that the rules and regulations may change from time to time, and that such changed rules and regulations may or may not be set forth in an instrument recorded in the Forsyth County, Georgia land records.

7.2 Residential Use. Each Lot shall be used for residential purposes exclusively. Leasing of a Lot for residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing at the Lot may conduct business activities within the residential dwelling located on such Lot so long as the business activity: (a) does not otherwise violate the provisions of the Declaration, Bylaws or any rules and regulations of the Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; (h) does not threaten the security or safety of other residents of the Community; and (i) does not involve door-to-door solicitation within the Community, all as may be

determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity. Notwithstanding anything to the contrary herein, nothing in this Section 7.2 shall be construed as prohibiting Ryland, EAHI or Approved Builder from maintaining model homes, speculative housing, sales offices or construction trailers on Lots in the Community.

7.3 Signs. No sign of any kind shall be erected or displayed within the Community without the prior written under Article 6 hereof; provided, however, the following signs may be erected on any Lot without such approval: (a) for-sale signs, for-rent signs, and security signs not larger than 18-inches by 18-inches and consistent with the Community-Wide Standard; (b) any signs required by legal proceedings; and (c) such other signs as may be permitted under the Minimum Guidelines and Architectural Guidelines. Notwithstanding the foregoing, the Board, on behalf of the Association, Ryland, EAHI and Approved Builder, with the consent of EAHI as to the EAHI Property or Ryland as to the Ryland Property, shall have the right to erect and display reasonable and appropriate signs, including, without limitation, marketing and sales signs relating to the construction and sales of Lots in the Community. The provisions of this Section shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of such foreclosure. The Board, Ryland as to the Ryland Property and EAHI as to the EAHI Property may impose a fine of One Hundred Fifty and No/100 Dollars (\$150.00) per day for the display of any sign which violates this provision and is not removed within twenty-four (24) hours after written demand is delivered to the Owner at that Lot. The Board of Directors shall have the right to adopt rules and regulations governing the display and placement of signs in the Community, including, without limitation, imposing reasonable time, place and manner restrictions.

7.4 Vehicles: Parking.

(a) General. Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated parking areas established by the Board, if any. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking spaces serving the Lot" shall refer to the number of garage parking spaces and if, and only if, the Occupants of a Lot have more vehicles than the number of garage parking spaces, those excess vehicles which are an Occupant's primary means of transportation on a regular basis may be parked on the driveway located on such Lot. All parking shall be further subject to such reasonable rules and regulations as the Board may adopt from time to time.

(b) Garages. All homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and shall not be used

primarily for storage or other purposes. Garages shall not be converted to additional living space unless the same has been approved in accordance with Article 6 hereof.

(c) Disabled and Stored Vehicles. No vehicle may be left upon any portion of the Community, except in an enclosed garage or other area designated by the Board, if any, for a period of more than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors or the appropriate authority of Forsyth County. No towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go cart, golf cart, commercial vehicle, camper, bus or mobile home shall be regularly stored in the Community or temporarily kept in the Community, except if kept in an enclosed garage or other area designated by the Board, if any, for periods longer than forty-eight (48) hours (the temporary removal of such vehicle from the Community shall not be sufficient to establish compliance with the forty-eight (48) consecutive hour provision provided for herein). Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community except during the time reasonably necessary to provide service to or delivery within the Community or as otherwise permitted by the Board of Directors.

(d) Commercial Vehicles. The term "commercial vehicles" as used in this paragraph, shall include, without limitation, any vehicle which bears any indicia of commercial use, including, but not limited to, writing, logos, ladders, ladder racks, vehicles displaying signage of a commercial or business nature or vehicles which are not primarily used for the transportation of passengers. Commercial vehicles shall not be permitted in the Community, except if kept in an enclosed garage; provided however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service to or make a delivery within the Community.

(e) Remedies of the Association for Noncompliance. If any vehicle is parked on any portion of the Common Property in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within twelve (12) months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle. Notwithstanding anything herein to the contrary, if a vehicle located on the Common Property is parked in a fire lane, is blocking another vehicle, is obstructing the flow of traffic, is parked on any grassy or landscaped area, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with this Section, Ryland, EAHF, Approved Builder, the Association and their respective affiliates,

directors, officers, employees, representatives or agents shall not be liable to any Person for any claim of damage as a result of the towing activity. The Board of Directors may exercise any and all remedies available for a violation of this Section, including, without limitation, the right to levy a fine against a non-complying Owner or Occupant, which remedies shall be in addition to or in lieu of its authority to remove the violating vehicle.

(f) Exemption for Ryland, EAHI and Approved Builder. Notwithstanding anything to the contrary in this Section 7.4, Ryland, EAHI, Approved Builder, and their respective agents, subcontractors and assigns shall have the right, during regular business hours, to park vehicles on any and all streets within the Community as needed in order to facilitate the construction, development and build out of the Community.

7.5 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in a reasonable number as determined by the Board from time to time. No pets shall be kept, bred or maintained for any commercial purpose. No dog runs, runners or exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with the provisions of Article 6 hereof. Dogs shall at all times when outside a dwelling on a Lot be kept on a leash or otherwise under the physical control of a responsible person. All Owners must control their pets at all times, whether or not such Owner is present, in a manner that will prevent any pet from: (a) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently; (b) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees; or (c) otherwise constituting a nuisance or inconvenience to the Owner(s) or Occupant(s) of any other Lot; all of the foregoing as determined by the Association in its sole discretion.

All pets shall be registered, licensed and inoculated if and as required by law. Animal control authorities shall be permitted to enter the Community to patrol and remove unlicensed pets. Animal waste deposited in the Community must be removed by the owner of the animal or the person responsible for the animal. The Association may adopt reasonable rules and regulations designed to minimize damage and disturbance to other Owners and Occupants, including regulations requiring damage deposits, waste removal, leash controls, noise controls, and occupancy limits based on the size and facilities of the Lot. The Association may require that an Owner remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. In the event that the Owner fails to remove an animal as provided herein, the Association shall have the right to institute legal action to remove the animal and all costs associated therewith shall be a specific assessment against the Lot of such Owner.

7.6 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No property in the Community, in whole or in part, shall be used for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety,

comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no exterior speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors outside a home shall be permitted, located, used, placed, installed or maintained upon any Lot, or any portion thereof. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board. Notwithstanding anything to the contrary herein, each Owner and Occupant acknowledges that Ryland, EAHI, Approved Builder and their agents, subcontractors and assigns may engage in construction activities on one or more Lots in the Community and each Owner further agrees that such construction activities shall not be deemed a nuisance as provided herein.

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

7.8 Antennae. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Lot, unless approved in accordance with the provisions of Article 6 hereof or as otherwise permitted by the Minimum Guidelines and Architectural Guidelines; provided, however, no such approval shall be necessary to install the following on a dwelling located on a Lot: (a) antennae designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennae designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennae that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of the dwelling located on a Lot unless such installation: (x) imposes unreasonable delay or prevents the use of the antennae; (y) unreasonably increases the cost of installation; or (z) an acceptable quality signal cannot otherwise be obtained.

7.9 Tree Removal. No trees that are more than four (4) inches in diameter at a point twelve (12) inches above the ground and no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees or apple trees, regardless of diameter,

shall be removed without the prior written consent under Article 6 hereof or in accordance with applicable Minimum Guidelines and Architectural Guidelines. The Association and Owners shall also comply with Section 7.32 hereof and all zoning conditions and local ordinances applicable to tree removal. In the event of a conflict between the provisions of this Section and any zoning condition or local ordinance, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by Ryland, EAHI or Approved Builder in connection with the construction of a residential dwelling located on a Lot.

7.10 Drainage. Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flow after the location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article 6 hereof.

7.11 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board of Directors, it would create an unsafe condition.

7.12 Garbage Cans, Woodpiles, Etc. All garbage cans, recycling bins, woodpiles, swimming pool pumps, filters and related equipment, and other similar items shall be located or screened so as to be concealed from the view of neighboring streets and property. All rubbish, trash, garbage, recycling materials and yard waste shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, yard waste or other waste matter of any kind may not be burned within the Community. Trash, recycling and yard waste receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash, recycling and yard waste pick-up shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt from time to time.

7.13 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval in accordance with the provisions of Article 6 hereof. Ryland, as to the Ryland Property, or EAHI, as to the EAHI Property, however, hereby expressly reserve the right to subdivide and/or revise and re-record the subdivision plat of any Lot(s) with the consent of the Owner of the affected Lot(s) and to approve the revision and re-recording of any plat of any Lot(s) owned by any builder or developer, including, but not limited to, changing any Lot to Common Property or creating a public or private street over any Lot or property that was formerly a Lot, without the consent of any Person, other than the Owner(s) of such Lot(s).

7.14 Firearms and Fireworks. The display or discharge of firearms and fireworks within the Community is prohibited; provided, however, that the display of lawful firearms is permitted by law enforcement officers and also is permitted for the limited purpose of transporting firearms to or from a Lot. The term "firearms" includes, but is not limited to, "B-B" guns, pellet guns, archery equipment and firearms of all types, regardless of size. The term "fireworks" shall include, but not be limited to, those items as listed in O.C.G.A. Section 25-10-1, as amended.

without the prior written approval in accordance with the provisions of Article 6 hereof and/or in compliance with the Minimum Guidelines and Architectural Guidelines.

7.22 Mailboxes. All mailboxes serving Lots shall be approved in accordance with the provisions of Article 6 hereof. Identical replacement mailboxes may be installed without further approval; but no modification to or change in mailboxes may be made unless approved in accordance with the provisions of Article 6 hereof or applicable Architectural Guidelines.

7.23 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

7.24 Entry Features. Owners shall not alter, remove or add improvements to any entry features or streetscapes constructed on any Lot in connection with the original development of the Community, or any part of any easement area associated therewith without prior approval in accordance with the provisions of Article 6 hereof.

7.25 Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure may be used as a residence, either temporarily or permanently, without written approval in accordance with the provisions of Article 6 hereof. However, this Section shall not be construed to prevent Ryland, EAHI, Approved Builder and those engaged in development, construction, marketing, property management or sales in the Community from using sheds, trailers or other temporary structures for any of the foregoing purposes. In addition, nothing in this Section shall be construed to prevent Ryland, EAHI and Approved Builder from developing, constructing, marketing, or maintaining model homes or speculative housing or from maintaining sales offices or construction trailers on Lots within the Community.

7.26 Flags. Except for flags installed by Ryland, EAHI or Approved Builder with the consent of EAHI or Ryland, as applicable, no flags may be displayed on any Lot without prior written approval in accordance with the provisions of Article 6 hereof or as may be otherwise permitted in the Architectural Guidelines established thereunder; provided, however no such approval shall be required to display the flag of the United States of America and the current flag of the State of Georgia on a Lot in accordance with the provisions of the U.S. Flag Code (36 US Code 10) and usual and customary practice. The Board of Directors of the Association may promulgate reasonable rules and regulations with respect to the display of flags in the Community, including, without limitation, regulating the size of flags that may be displayed and imposing reasonable time, place and manner restrictions pertaining to the display of the United States flag; provided, however, the Association shall not enact any rule or regulation which has the effect of prohibiting any Owner from displaying the flag of the United States of America on a Lot in the Community in contravention of the Freedom to Display the American Flag Act of 2005.

7.27 Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Community without the prior written consent of the Board of Directors. If so permitted, any such activities shall be subject to all reasonable conditions that the Board may impose.

7.28 Window Treatments No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. The side of all window treatments, with the exception of stained wood blinds or shutters, which can be seen at any time from the outside of any structure located on a Lot shall be white or off-white or such other color(s) as may be approved pursuant to Article 6 or permitted under the Minimum Guidelines and Architectural Guidelines. Bed sheets, blankets, towels, black plastic, paper and similar type items shall not be used as window treatments.

7.29 Storm and Screen Doors and Windows. Owners shall not install or maintain storm doors, screen doors, storm windows, window screens or any of the foregoing on any Lot without prior approval in accordance with the provisions of Article 6 hereof, except as may be authorized by applicable Architectural Guidelines.

7.30 Leasing. Lots may be leased for residential purposes only. Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least twelve (12) months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, Architectural Guidelines and rules and regulations of the Association. Any lessee shall abide by and comply with all provisions of the Declaration, Bylaws, Architectural Guidelines, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance.

(a) Compliance. Every Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, the rules and regulations and Architectural Guidelines adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, Minimum Guidelines, Architectural Guidelines and rules and regulations adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation or Minimum Guidelines or Architectural Guideline for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the Declaration and Bylaws. If the fine is not paid by the lessee within the time period established by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay such fine. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws, rules and regulations or Minimum Guidelines or Architectural Guidelines adopted pursuant thereto by the lessee, any Occupant, or any guest or invitee of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee and/or Occupant(s) in accordance with Georgia law.

(b) Notice. Within seven (7) days of entering into a lease agreement for the lease of a Lot, the Owner shall provide the Board with the following: (a) a copy of the fully executed lease agreement; (b) the name and address of the Occupant; (c) the name, address and telephone number of the Owner other than at the Lot; and (d) such other information as the Board may reasonably require.

(c) Delegation of Use. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, without limitation, the right to use and enjoy the Community recreational facilities.

(d) Payment of Assessments. If an Owner who is leasing his or her Lot fails to pay any annual, special or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(e) Leasing by Ryland, EAHI, Approved Builder or the Association. The leasing restrictions contained in this Section shall not apply to any transaction entered into by Ryland, EAHI, Approved Builder or the Association.

7.31 Ponds, Streams and Creeks. Except as herein provided, all wetlands, storm water retention or detention ponds, creeks, lakes and streams within the Community shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, boating, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Board of Directors. The Association, Ryland, EAHI, Approved Builder and their representatives, agents, employees, officers or directors shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the wetlands, streams, lakes or storm water detention/retention ponds within the Community. The term "wetlands" as used herein means any area labeled as wetlands on a recorded plat for the Community or otherwise designated as wetlands by Ryland, EAHI or the Board of Directors. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in any wetlands, lake, storm water retention ponds, creek or stream within the Community. Applicable governmental agencies, Ryland, EAHI and the Association, shall have the sole right to control the water level of all bodies of water located within the Community and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any wetlands, lake, storm water retention ponds and streams within the Community. Owners shall have no riparian or littoral rights with respect to the waters in any stream within the Community and shall not be permitted to withdraw water from any stream, lake or pond as may exist in the Community without the prior written consent of the Board of Directors.

7.32 Impervious Surface and Clearing Restrictions. Portions of the Community, as identified on the recorded subdivision plats for the Community, are subject to the regulations of the Metropolitan River Protection Act (Georgia Code Section 12-5-440 *et seq.*) (hereinafter, as amended the "Act"). The Act requires the Atlanta Regional Commission to adopt a plan to protect the Chattahoochee River corridor and to review development proposals for consistency with the plan. Under the plan, there is a maximum amount of impervious surface and clearing that has been allocated for use within the Community. **No Owner shall clear or install any impervious surface on an applicable Lot except as may be allowed under the Metropolitan River Protection Act and Forsyth County rules and regulations and as may be approved under Article 6 hereof.** To ensure compliance with the Act, Ryland and EAHI plan to employ an independent third party to record the actual use of impervious surface and clearing on each applicable Lot in the Community. At such time as all of the applicable Lots in the Community have been fully developed and every residential dwelling located on an applicable Lot in the Ryland Property and the EAHI Property has been issued a certificate of occupancy by the applicable governmental authority and such Lots have been conveyed to Owners for residential occupancy, Ryland and EAHI shall provide the Board of Directors of the Association with copies of such impervious surface records for use in the review and approval of future requests for modifications or alterations to Lots in the Community.

Article 8
Insurance and Casualty Losses

8.1 Insurance on Common Property. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Community. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Property, which the Association is obligated to maintain; provided, however, nothing in this Section 8.1 shall be construed as obligating the Association to obtain or maintain insurance on a Lot, including, without limitation, any structures or improvements located thereon or a Lot Owner's or Occupant's personal property. Insurance obtained and maintained by the Association shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million and No/100 Dollars (\$1,000,000.00). Policies may contain a reasonable deductible as determined by the Board of Directors.

In addition to the other insurance coverage required by this Section, the Board of Directors shall obtain workers compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employee dishonesty coverage covering directors, officers, employees and other Persons handling or responsible for the Association's funds. The

amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the director's best business judgment and shall satisfy local, state or federal requirements for such coverage, if any. Such coverage, if obtained, shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall not be subject to cancellation, nonrenewal or substantial modification without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage and flood insurance, if and to the extent necessary to satisfy the applicable requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

8.2 Insurance on Lots. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, including, without limitation, all structures and improvements located thereon and a Lot Owner's personal property, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

8.3 Damage and Destruction -- Insured by Association. Immediately after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims 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, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the Total Association Vote, Ryland and EAHI. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. 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 of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, 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 funds shall be deposited to 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, the property shall thereafter be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard and this Declaration.

8.4 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any structure or improvement on a Lot shall be repaired or reconstructed by the Owner thereof in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 6 of this Declaration. Said repair or reconstruction shall be completed within seventy-five (75) days after such damage or destruction occurred or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable period of time thereafter. Alternatively, the Owner of the Lot may elect to demolish all improvements on the Lot and remove all debris and ruins therefrom within seventy-five (75) days after such damage or destruction occurred and thereafter maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard and this Declaration. The Owner shall pay all costs which are not covered by insurance proceeds.

Article 9 Easements

9.1 General. Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat(s) for the Community, as amended from time to time, as well as the easements now or hereafter established by Ryland and EAHI in this Declaration or by any other document recorded in the Office of the Clerk of Superior Court of Forsyth County, Georgia.

9.2 Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owner's Lot in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

(a) the right of the Association to suspend the right of an Owner to use the Common Property, including the Community recreational facilities, for any period during which any past due assessment against any Unit of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, rules and regulations, Minimum Guidelines or Architectural Guidelines;

(b) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of the Owners of at least two-thirds (2/3) of the Lots and the consent of Ryland and EAHI, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of the Ryland, EAHI or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community (regardless of

any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Ryland, EAHI, Approved Builder or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community);

(c) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Property;

(d) the right of the Association to transfer or convey title to all or any portion of the Common Property upon the approval of the Owners of at least two-thirds (2/3) of the Lots and the consent of Ryland and EAHI;

(e) all other rights of the Association, Ryland, EAHI, Approved Builder, Owners and Occupants set forth in this Declaration, in any Supplementary Declaration or in any deed conveying Common Property to the Association; and

(f) all encumbrances and other matters shown by the public records affecting title to the Common Property.

9.3 Easements for Utilities.

(a) Ryland Property. There is hereby reserved to Ryland and granted to Approved Builder and the Association a blanket easement upon, across, above and under the Ryland Property for access, ingress, egress, installing, altering, repairing, replacing, and maintaining all utilities serving the Ryland Property, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which Ryland or the Association might decide to have installed to serve the Community. Nothing in this Section 9.3(a) shall be construed as providing EAHI with an easement over and across the Ryland Property.

(b) EAHI Property. There is hereby reserved to EAHI and granted to Approved Builder and the Association a blanket easement upon, across, above and under the EAHI Property for access, ingress, egress, installing, altering, repairing, replacing, and maintaining all utilities serving the EAHI Property, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which EAHI or the Association might decide to have installed to serve the Community. Nothing in this Section 9.3(b) shall be construed as providing Ryland with an easement over and across the Ryland Property.

Ryland, EAHI, Approved Builder with the consent of EAHI or Ryland, as applicable, or the Association or their designees, as the case may be, may alter drainage and water flow, install, repair, replace and maintain or authorize the installation, repair, replacement and maintenance of

such wires, conduits, cables and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, Ryland, as to the Ryland Property, EAHI, as to the EAHI Property, or the Board shall have the right to grant such easement. The Board of Directors, without a vote of the Owners, shall have the right, power and authority to grant permits, licenses, utility easements, and other easements, permits or licenses necessary or desirable for the proper maintenance and operation of the Community under, through, or over the Lots, and/or the Common Property, as may be reasonably necessary to or desirable for the ongoing operation of the Community.

9.4 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplementary Declaration, Bylaws, rules and regulations and Minimum Guidelines and Architectural Guidelines, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable period of time after requested by the Association, but shall not authorize entry into any single family dwelling located on a Lot without the permission of the Owner.

9.5 Easement for Maintenance. Ryland and EAHI hereby grant to the Association a perpetual easement across the exterior portions of all Lots as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractor(s) at their sole expense.

9.6 Easement for Entry Features and Streetscapes. There is hereby reserved to Ryland and EAHI and granted to the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon any portion of a Lot containing such entry features or streetscapes as may be more fully described on the recorded subdivision plat(s) for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.

9.7 Easement for Drainage. There is hereby reserved by Ryland and EAHI and granted to Approved Builder and the Association an easement upon, across, above and under all storm water drainage easement areas as shown on the recorded subdivision plat(s) for the Community for access, ingress, egress, installation, alteration, repair, replacement, and maintenance of the storm water drainage system and related facilities serving the Community or any portion thereof. This easement shall include the right to construct and maintain catch basins, retention ponds,

detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, there is hereby reserved to Ryland and EAHI and granted to Approved Builder and the Association a blanket easement across all Lots for creating and maintaining satisfactory drainage in the Community; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across downstream Lots will result from the construction of impervious surface within or adjacent to the Community. Neither Ryland, EAHI, Approved Builder, the Association nor any Owner constructing according to plans and specifications approved under Article 6 hereof or in accordance with applicable Architectural Guidelines shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Community.

9.8 Easement During Construction and Sale Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, Architectural Guidelines, and amendments or revisions thereto, Ryland and EAHI reserve an easement across portions the Community as agreed upon by both Ryland and EAHI to maintain and carry on, upon such portion of the Community as they may reasonably deem necessary, such facilities and activities as in its sole opinion may be required or convenient for Ryland's, EAHI's and Approved Builder's development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or for the development, construction or benefit of any neighboring property, including, but not limited to: (a) the right to place or authorize the placement of marketing and directional signs on Lots or right-of-way at street intersections within the Community; (b) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; (c) the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; (d) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (e) the right to grant easements over, under, in or on the Community, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (f) the right to convert Lots (with the consent of the Owner thereof) to Common Property and/or streets; (g) the right to construct recreational facilities, utilities and other improvements on Common Property; (h) the right to carry on sales and promotional activities in the Community; and (i) the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Ryland, EAHI and Approved Builder may use residences, offices or other buildings owned or leased by Ryland or EAHI as model residences and sales offices. This Section shall not be amended without the written consent of Ryland and EAHI until their rights have terminated as provided in Section 10.5 hereof.

Article 10
General Provisions

10.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations, use restrictions and Minimum Guidelines and Architectural Guidelines, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded subdivision plat(s) for the Community and in the deed to such Owner's Lot, if any. Ryland, as to the Ryland Property, EAHl, as to the EAHl Property, or the Association, acting through the Board of Directors, may impose fines or other sanctions for violations of the foregoing in accordance with this Declaration and the Bylaws, which fines shall be collected as provided herein for the collection of assessments; provided, however, only one fine may be imposed for a single violation such that an Owner or Occupant may not be fined by Ryland, EAHl and the Association for the same violation; provided, further, the Ryland, EAHl or the Association, as the case may be, may count each day a violation continues after notice thereof as a separate violation. In the event fines or other sanctions are imposed by Ryland or EAHl, Ryland or EAHl, as applicable, shall have any and all rights to collect such fines or sanctions (which fines shall be payable to the Association) and any related charges, including, without limitation, attorney's fees actually incurred and costs of collection, in the same manner as provided herein for the collection of assessments by the Association acting through the Board.

Failure to comply with this Declaration, the Bylaws, the use restrictions, rules and regulations or the Minimum Guidelines or the Architectural Guidelines shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorney's fees actually incurred, maintainable by the Association, Ryland, EAHl or an aggrieved Owner. The failure by Ryland, EAHl, the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. Ryland, as to the Ryland Property, EAHl, as to the EAHl Property, and the Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or Minimum Guidelines or Architectural Guidelines and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

10.2 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions, Minimum Guidelines and Architectural Guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, use restrictions, Minimum Guidelines and Architectural Guidelines. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

10.3 Self-Help. In addition to any other remedies provided for herein, the Association, acting through the Board, Ryland, as to the Ryland Property and EAHl as to the EAHl Property, or their respective duly authorized agents shall have the power to enter upon any Lot or any other

portion of the Community to abate or remove any structure, improvement, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, the use restrictions or the Minimum Guidelines or the Architectural Guidelines. In addition to the foregoing, Ryland shall have the right to enter the EAH Property and EAH shall have the right to enter the Ryland Property for violations of the Minimum Guidelines. Unless an emergency situation exists, the violating Owner shall be given ten (10) days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required herein or by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner as a specific assessment.

10.4 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association, Ryland, EAH and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

10.5 Termination of Rights of Ryland, EAH and Approved Builder.

(a) Termination of Rights of Ryland. The rights of Ryland to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws as applied to the Ryland Property shall cease and be of no further force and effect upon the earlier of: (a) the date that Ryland no longer owns any property in the Community and no longer has the right to unilaterally annex additional property to the Community as provided herein and a certificate of occupancy has been issued for a dwelling on each Lot in the Ryland Property; or (b) the date of recording by Ryland in the Forsyth County, Georgia land records of a written instrument terminating all its rights hereunder.

(b) Termination of Rights of EAH. The rights of EAH to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws as applied to the EAH Property shall cease and be of no further force and effect upon the earlier of: (a) the date that EAH no longer owns any property in the Community and no longer has the right to unilaterally annex additional property to the Community as provided herein and a certificate of occupancy has been issued for a dwelling on each Lot in the EAH Property; or (b) the date of recording by EAH in the Forsyth County, Georgia land records of a written instrument terminating all its rights hereunder.

(c) Termination of Rights of Approved Builder. The rights of Approved Builder to take, approve or consent to actions under the Declaration shall cease and be of no further force and effect upon the earlier of: (a) the date that Approved Builder no longer owns a Lot in the Community and no longer has a contract to acquire additional Lots from EAHI; or (b) the date of recording by Approved Builder in the Forsyth County, Georgia land records of a written instrument terminating the rights of Approved Builder hereunder.

10.6 Amendment.

(a) By Ryland or EAHI. This Declaration may be amended unilaterally at any time and from time to time by Ryland and EAHI if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) necessary to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any amendments shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing. Further, Ryland or EAHI may unilaterally amend this Declaration for any other purpose; provided, however, such amendment shall not: (x) materially adversely affect the right of any Owner hereunder to the use and enjoyment of such Owner's Lot; (y) adversely affect the rights of the holder of any security interest granted by Ryland or EAHI without the written consent of such holder; and (z) be made without the written consent of Ryland if such amendment is proposed by EAHI, or alternatively, without the written consent of EAHI if such amendment is proposed by Ryland.

(b) By the Board. The Board of Directors, with the written consent of Ryland and EAHI, and without a vote of the members may amend this Declaration: (a) to elect to be governed by and thereafter complying with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*; (b) to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (c) to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (d) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (e) to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing.

(c) By the Association. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent or any combination of affirmative vote and written consent of Owners of at least two-thirds (2/3) of the Lots and the consent of Ryland and EAHI. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein.

The consent of Ryland or EAHI to any amendment shall be evidenced by the execution of said amendment by Ryland or EAHI, respectively. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given. The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

Notwithstanding anything to the contrary in this Section 10.6, no amendment which materially or adversely affects the rights of Approved Builder hereunder shall be effective unless and until such Approved Builder has consented to such amendment. The consent of Approved Builder to any amendment shall be evidenced by the execution of said amendment by such Approved Builder.

10.7 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine and feminine.

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

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

10.10 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Ryland or EAHI, by reason of the fact that Ryland or EAHI may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Ryland and EAHI, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

10.11 Preparer. This Declaration was prepared by David N. Dorough, Jr. and Rachel E. Conrad, Dorough & Dorough, LLC, Attorneys at Law, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030.

10.12 Notices. Except as otherwise specifically provided in such document(s), as the case may be, notices provided for in this Declaration or the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Lot and to Ryland, EAHJ, Approved Builder and to the Association at the address of their respective registered agent on file with the Secretary of State of the State of Georgia. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone numbers where they can be reached. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service. The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

10.13 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

10.14 Notice of Sale or Acquisition. Owners must keep the Association apprised of their name, address and telephone number. Accordingly, prior to the sale of a Lot, the Owner shall provide the Association with written notice of the name of the purchaser and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall provide the Association with written notice of the name, mailing address and telephone number of the Owner, the names of the Occupants of the Lot, if any, and such other information

as the Board may reasonably require. All Owners shall notify the Association of any change in name, address or telephone number.

10.15 Agreements. Subject to the prior approval of Ryland and EAHI, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors, shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

10.16 Variances. Notwithstanding anything to the contrary contained herein, Ryland, as to the Ryland Property, EAHI, as to the EAHI Property, and the Board of Directors with the consent of Ryland and EAHI, shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

10.17 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote, Ryland and EAHI. This Section shall not apply to: (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to *ad valorem* taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This Section shall not be amended unless such amendment is made unilaterally by Ryland and EAHI as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

10.18 No Discrimination. No action shall be taken by Ryland, EAHI, Approved Builder, the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability.

10.19 Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT RYLAND, EAHI, APPROVED BUILDER, THE ASSOCIATION AND ITS BOARD OF DIRECTORS DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT RYLAND, EAHI, APPROVED BUILDER, THE ASSOCIATION AND THE BOARD OF DIRECTORS ARE NOT INSURERS OR PROVIDERS OF SAFETY OR SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SAFETY OR SECURITY ON THE COMMON PROPERTY OR

OTHERWISE; AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT RYLAND, EAH, APPROVED BUILDER, THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Ryland hereby executes this instrument under seal, this
21 day of Dec, 2012.

RYLAND: **THE RYLAND GROUP, INC.**, a Maryland corporation

By: Michelle Lolch
Name: _____
Title: _____

[AFFIX CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS

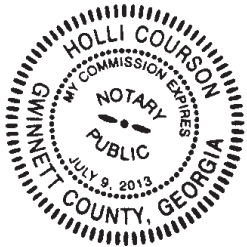
Holli Courson
NOTARY PUBLIC

My Commission Expires:

July 9, 2013

[AFFIX NOTARY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



IN WITNESS WHEREOF, EAHI hereby executes this instrument under seal, this 21
day of Dec, 2012.

EAHI BRIDLETON, LLC, a Georgia limited liability
company

By: EAH INVESTMENTS, LLC, a Georgia limited
Liability company, its sole Manager

By: EDWARD ANDREWS HOMES, LLC, a
Georgia limited liability company, as
its sole Manager

By: [Signature] (SEAL)
Todd A. Hager, as its Manager

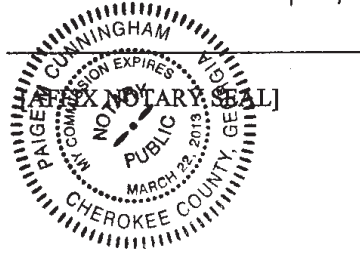
By: [Signature] (SEAL)
Paul Edward Coffey, Jr., as its
Manager

Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: 3/22/13



Declaration.Bridleton.v3.docx

W90039\128 - # 2881233 v5

EXHIBIT "A-1"

**LEGAL DESCRIPTION
EAHI Bridleton, LLC,
Tract 1**

All that tract or parcel of land lying and being in Land Lots 1212, 1273, 1274 and 1275 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Beginning at a 1 inch crimp top pipe found at the intersection of the eastern right of way of Old Atlanta Road (right of way varies) and the northern line of Land Lot 1273; thence proceeding along said land lot line the following courses and distances: South 89 degrees 52 minutes 33 seconds East a distance of 762.12 feet to a 1 inch crimp top pipe found, South 89 degrees 53 minutes 39 seconds East a distance of 688.58 feet to a 1 inch crimp top pipe found, South 89 degrees 53 minutes 15 seconds East a distance of 643.88 feet to a 1 inch crimp top pipe found and South 89 degrees 56 minutes 42 seconds East a distance of 123.71 feet to a 3/4 inch crimp top pipe found at the corner common to Land Lots 1212, 1213, 1274 and 1275; thence proceeding along the western line of Land Lot 1212 North 00 degrees 25 minutes 47 seconds West a distance of 305.34 feet to a 1 inch crimp top pipe found; thence leaving said land lot line and proceeding South 87 degrees 42 minutes 40 seconds East a distance of 662.97 feet to a 1 inch crimp top pipe found; thence proceeding South 87 degrees 43 minutes 27 seconds East a distance of 184.27 feet to a point on the centerline of creek; thence proceeding along said centerline of creek the following courses and distances: South 16 degrees 57 minutes 12 seconds East a distance of 31.79 feet to a point, South 69 degrees 52 minutes 18 seconds East a distance of 6.14 feet to a point, South 69 degrees 52 minutes 18 seconds East a distance of 38.31 feet to a point, South 54 degrees 20 minutes 39 seconds East a distance of 60.56 feet to a point, South 77 degrees 12 minutes 15 seconds East a distance of 62.93 feet to a point, South 73 degrees 39 minutes 43 seconds East a distance of 63.04 feet to a point, South 61 degrees 35 minutes 06 seconds East a distance of 111.70 feet to a point, South 51 degrees 36 minutes 38 seconds East a distance of 58.18 feet to a point, South 47 degrees 16 minutes 03 seconds East a distance of 49.52 feet to a point, and South 37 degrees 12 minutes 54 seconds East a distance of 46.46 feet to a 1/2 inch rebar found; thence leaving said centerline of creek and proceeding South 24 degrees 24 minutes 09 seconds West a distance of 1135.59 feet to a point on the northern right of way of Bertha Drive (60 foot right of way); thence proceeding along said right of way of Bertha Drive the following courses and distances: North 74 degrees 46 minutes 00 seconds West a distance of 115.94 feet to a 1/2 inch rebar found, North 72 degrees 20 minutes 00 seconds West a distance of 320.56 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 2321.54 feet and an arc length of 358.68 feet (said curve having a chord bearing of North 66 degrees 07 minutes 34 seconds West and a chord distance of 358.32 feet) to a 1/2 inch rebar found, North 61 degrees 18 minutes 21 seconds West a distance of 1095.32 feet to a 1/2 inch rebar found, along a curve to the left with a radius of 282.10 feet and an arc length of 280.86 feet (said curve having a chord bearing of South 89 degrees 40 minutes 21 seconds West and a chord distance of 269.40 feet) to a 1/2 inch rebar found, South 61 degrees 57 minutes 49 seconds West a distance of 216.48 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 520.09 feet and an arc length of 211.39 feet

(said curve having a chord bearing of South 74 degrees 58 minutes 42 seconds West and a chord distance of 209.94 feet) to a 1/2 inch rebar found, South 86 degrees 50 minutes 44 seconds West a distance of 19.57 feet to a 1/2 inch rebar found, and along a curve to the left with a radius of 422.85 feet and an arc length of 108.58 feet (said curve having a chord bearing of South 76 degrees 18 minutes 01 seconds West and a chord distance of 108.28 feet) to a point; thence leaving said right of way of Bertha Drive and proceeding along a curve to the left with a radius of 339.00 feet and an arc length of 133.45 feet (said curve having a chord bearing of South 82 degrees 33 minutes 59 seconds West and a chord distance of 132.59 feet) to a point; thence proceeding South 71 degrees 17 minutes 20 seconds West a distance of 74.01 feet to a point; thence proceeding along a curve to the right with a radius of 407.00 feet and an arc length of 148.05 feet (said curve having a chord bearing of South 81 degrees 42 minutes 36 seconds West and a chord distance of 147.24 feet) to a point; thence proceeding North 87 degrees 52 minutes 08 seconds West a distance of 127.76 feet to a point; thence proceeding North 43 degrees 11 minutes 32 seconds West a distance of 28.45 feet to a point on the eastern right of way of Old Atlanta Road; thence proceeding along said right of way of Old Atlanta Road the following courses and distances: along a curve to the left with a radius of 1476.25 feet and an arc length of 107.56 feet (said curve having a chord bearing of North 00 degrees 59 minutes 40 seconds West and a chord distance of 107.54 feet) to a 1/2 inch rebar found, North 86 degrees 44 minutes 01 seconds East a distance of 5.07 feet to a 1 inch crimp top pipe found, along a curve to the left with a radius of 1481.19 feet and an arc length of 64.93 feet (said curve having a chord bearing of North 04 degrees 24 minutes 23 seconds West and a chord distance of 64.93 feet) to a point, North 05 degrees 39 minutes 44 seconds West a distance of 137.47 feet to a 1 inch crimp top pipe found, South 84 degrees 32 minutes 26 seconds West a distance of 5.08 feet to a 1 inch crimp top pipe found, and North 05 degrees 40 minutes 15 seconds West a distance of 153.76 feet to the Point of Beginning.

Said tract contains 2187696 square feet or 50.22 acres.

LEGAL DESCRIPTION
EAH Bridleton, LLC,
Tract 2

All that tract or parcel of land lying and being in Land Lots 1273 and 1274 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at a 1 inch crimp top pipe found at the intersection of the northern line of Land Lot 1273 and the eastern right of way of Old Atlanta Road (right of way varies); thence proceeding along said right of way of Old Atlanta Road the following courses and distances: South 05 degrees 40 minutes 15 seconds East a distance of 153.76 feet to a 1 inch crimp top pipe found, North 84 degrees 32 minutes 26 seconds East a distance of 5.08 feet to a 1 inch crimp top pipe found, South 05 degrees 39 minutes 44 seconds East a distance of 137.47 feet to a point, along a curve to the right with a radius of 1481.19 feet and an arc length of 64.93 feet (said curve having a chord bearing of South 04 degrees 24 minutes 23 seconds East and a chord distance of 64.93 feet) to a 1 inch crimp top pipe found, South 86 degrees 44 minutes 01 seconds West a distance of 5.07 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 1476.25 feet and an arc length of 107.56 feet (said curve having a chord bearing of South 00 degrees 59 minutes 40 seconds East and a chord distance of 107.54 feet) to a point, along a curve to the right with a radius of 1476.25 feet and an arc length of 21.42 feet (said curve having a chord bearing of South 01 degrees 30 minutes 31 seconds West and a chord distance of 21.42 feet) to a 1/2 inch rebar found, and South 02 degrees 49 minutes 38 seconds West a distance of 60.13 feet to a 1/2 inch rebar found on the southern right of way of Bertha Drive (60 foot right of way); thence proceeding along said right of way of Bertha Drive the following courses and distances: South 81 degrees 26 minutes 30 seconds East a distance of 187.35 feet to a 1/2 inch rebar found, along a curve to the left with a radius of 480.92 feet and an arc length of 295.95 feet (said curve having a chord bearing of North 76 degrees 58 minutes 21 seconds East and a chord distance of 291.30 feet) to a 1/2 inch rebar found, North 61 degrees 24 minutes 14 seconds East a distance of 24.74 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 362.85 feet and an arc length of 122.99 feet (said curve having a chord bearing of North 73 degrees 41 minutes 36 seconds East and a chord distance of 122.40 feet) to a 1/2 inch rebar found, and North 86 degrees 50 minutes 44 seconds East a distance of 15.04 feet to a 1/2 inch rebar found, said point being the True Point of Beginning.

From the True Point of Beginning, as thus established, continuing along said right of way of Bertha Drive the following courses and distances: North 86 degrees 50 minutes 44 seconds East a distance of 2.91 feet to a 1/2 inch rebar found, along a curve to the left with a radius of 580.09 feet and an arc length of 236.64 feet (said curve having a chord bearing of North 74 degrees 56 minutes 53 seconds East and a chord distance of 235.00 feet) to a 1/2 inch rebar found, North 61 degrees 57 minutes 49 seconds East a distance of 217.63 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 212.10 feet and an arc length of 222.26 feet (said curve having a chord bearing of North 89 degrees 35 minutes 21 seconds East and a chord distance of 212.23 feet) to a 1/2 inch rebar found, South 61 degrees 18 minutes 21 seconds East a distance of 195.78 feet to a

point; thence leaving said right of way of Bertha Drive and proceeding South 29 degrees 34 minutes 14 seconds West a distance of 241.77 feet to a point; thence proceeding South 24 degrees 53 minutes 01 seconds West a distance of 272.67 feet to a point; thence proceeding North 71 degrees 50 minutes 56 seconds West a distance of 128.80 feet to a point; thence proceeding along a curve to the right with a radius of 620.00 feet and an arc length of 75.91 feet (said curve having a chord bearing of North 68 degrees 20 minutes 29 seconds West and a chord distance of 75.86 feet) to a point; thence proceeding North 64 degrees 50 minutes 02 seconds West a distance of 94.37 feet to a point; thence proceeding along a curve to the right with a radius of 285.00 feet and an arc length of 147.75 feet (said curve having a chord bearing of North 49 degrees 58 minutes 57 seconds West and a chord distance of 146.10 feet) to a point; thence proceeding North 35 degrees 07 minutes 52 seconds West a distance of 91.16 feet to a point; thence proceeding along a curve to the left with a radius of 339.00 feet and an arc length of 171.41 feet (said curve having a chord bearing of North 49 degrees 37 minutes 01 seconds West and a chord distance of 169.59 feet) to the True Point of Beginning.

Said tract contains 254375 square feet or 5.84 acres.

LEGAL DESCRIPTION
EAMI Bridleton, LLC,
Tract 3

All that tract or parcel of land lying and being in Land Lots 1274 and 1275 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at a 1 inch crimp top pipe found at the intersection of the northern line of Land Lot 1273 and the eastern right of way of Old Atlanta Road (right of way varies); thence proceeding along said right of way of Old Atlanta Road the following courses and distances: South 05 degrees 40 minutes 15 seconds East a distance of 153.76 feet to a 1 inch crimp top pipe found, North 84 degrees 32 minutes 26 seconds East a distance of 5.08 feet to a 1 inch crimp top pipe found, South 05 degrees 39 minutes 44 seconds East a distance of 137.47 feet to a point, along a curve to the right with a radius of 1481.19 feet and an arc length of 64.93 feet (said curve having a chord bearing of South 04 degrees 24 minutes 23 seconds East and a chord distance of 64.93 feet) to a 1 inch crimp top pipe found, South 86 degrees 44 minutes 01 seconds West a distance of 5.07 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 1476.25 feet and an arc length of 107.56 feet (said curve having a chord bearing of South 00 degrees 59 minutes 40 seconds East and a chord distance of 107.54 feet) to a point, along a curve to the right with a radius of 1476.25 feet and an arc length of 21.42 feet (said curve having a chord bearing of South 01 degrees 30 minutes 31 seconds West and a chord distance of 21.42 feet) to a 1/2 inch rebar found, and South 02 degrees 49 minutes 38 seconds West a distance of 60.13 feet to a 1/2 inch rebar found on the southern right of way of Bertha Drive (60 foot right of way); thence proceeding along said right of way of Bertha Drive the following courses and distances: South 81 degrees 26 minutes 30 seconds East a distance of 187.35 feet to a 1/2 inch rebar found, along a curve to the left with a radius of 480.92 feet and an arc length of 295.95 feet (said curve having a chord bearing of North 76 degrees 58 minutes 21 seconds East and a chord distance of 291.30 feet) to a 1/2 inch rebar found, North 61 degrees 24 minutes 14 seconds East a distance of 24.74 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 362.85 feet and an arc length of 122.99 feet (said curve having a chord bearing of North 73 degrees 41 minutes 36 seconds East and a chord distance of 122.40 feet) to a 1/2 inch rebar found, and North 86 degrees 50 minutes 44 seconds East a distance of 15.04 feet to a 1/2 inch rebar found, North 86 degrees 50 minutes 44 seconds East a distance of 2.91 feet to a 1/2 inch rebar found, along a curve to the left with a radius of 580.09 feet and an arc length of 236.64 feet (said curve having a chord bearing of North 74 degrees 56 minutes 53 seconds East and a chord distance of 235.00 feet) to a 1/2 inch rebar found, North 61 degrees 57 minutes 49 seconds East a distance of 217.63 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 212.10 feet and an arc length of 222.26 feet (said curve having a chord bearing of North 89 degrees 35 minutes 21 seconds East and a chord distance of 212.23 feet) to a 1/2 inch rebar found, South 61 degrees 18 minutes 21 seconds East a distance of 195.78 feet to a point, and South 61 degrees 18 minutes 21 seconds East a distance of 296.96, said point being the True Point of Beginning.

From the True Point of Beginning, as thus established, continuing along said right of way of Bertha Drive the following courses and distances: South 61 degrees 18 minutes 21 seconds East a distance of 602.51 feet to a 1/2 inch rebar found, along a curve to the left with a radius of 2381.54 feet and an arc length of 369.10 feet (said curve having a chord bearing of South 66 degrees 08 minutes 06 seconds East and a chord distance of 368.73 feet) to a 1/2 inch rebar found, South 72 degrees 20 minutes 00 seconds East a distance of 322.76 feet to a 1/2 inch rebar found, and South 74 degrees 46 minutes 00 seconds East a distance of 75.14 feet to a point; thence leaving said right of way of Bertha Drive and proceeding along a curve to the right with a radius of 526.00 feet and an arc length of 359.82 feet (said curve having a chord bearing of South 82 degrees 57 minutes 27 seconds West and a chord distance of 352.84 feet) to a point; thence proceeding North 77 degrees 26 minutes 45 seconds West a distance of 78.77 feet to a point; thence proceeding along a curve to the left with a radius of 398.00 feet and an arc length of 175.80 feet (said curve having a chord bearing of South 89 degrees 54 minutes 01 seconds West and a chord distance of 174.37 feet) to a point; thence proceeding South 77 degrees 14 minutes 47 seconds West a distance of 132.21 feet to a point; thence proceeding along a curve to the right with a radius of 256.00 feet and an arc length of 97.32 feet (said curve having a chord bearing of South 88 degrees 08 minutes 13 seconds West and a chord distance of 96.73 feet) to a point; thence proceeding North 80 degrees 58 minutes 21 seconds West a distance of 149.08 feet to a point; thence proceeding along a curve to the left with a radius of 558.00 feet and an arc length of 65.97 feet (said curve having a chord bearing of North 84 degrees 21 minutes 34 seconds West and a chord distance of 65.93 feet) to a point; thence proceeding North 87 degrees 44 minutes 46 seconds West a distance of 90.79 feet to a point; thence proceeding North 47 degrees 15 minutes 14 seconds East a distance of 28.28 feet to a point; thence proceeding North 02 degrees 15 minutes 14 seconds East a distance of 178.68 feet to a point; thence proceeding along a curve to the left with a radius of 433.00 feet and an arc length of 280.10 feet (said curve having a chord bearing of North 16 degrees 16 minutes 41 seconds West and a chord distance of 275.24 feet) to a point; thence proceeding North 34 degrees 48 minutes 35 seconds West a distance of 14.26 feet to a point; thence proceeding along a curve to the right with a radius of 525.00 feet and an arc length of 122.54 feet (said curve having a chord bearing of North 28 degrees 07 minutes 23 seconds West and a chord distance of 122.26 feet) to the True Point of Beginning.

Said tract contains 286276 square feet or 6.57 acres.

EXHIBIT "A-2"
LEGAL DESCRIPTION
Ryland Homes, Inc.,
Tract 1

All that tract or parcel of land lying and being in Land Lots 75, 487, 488, 489 and 490 of the 1st District, 1st Section and in Land Lots 1273, 1274 and 1275 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at a 1 inch crimp top pipe found at the intersection of the northern line of Land Lot 1273 and the eastern right of way of Old Atlanta Road (right of way varies); thence proceeding along said right of way of Old Atlanta Road the following courses and distances: South 05 degrees 40 minutes 15 seconds East a distance of 153.76 feet to a 1 inch crimp top pipe found, North 84 degrees 32 minutes 26 seconds East a distance of 5.08 feet to a 1 inch crimp top pipe found, South 05 degrees 39 minutes 44 seconds East a distance of 137.47 feet to a point, along a curve to the right with a radius of 1481.19 feet and an arc length of 64.93 feet (said curve having a chord bearing of South 04 degrees 24 minutes 23 seconds East and a chord distance of 64.93 feet) to a 1 inch crimp top pipe found, South 86 degrees 44 minutes 01 seconds West a distance of 5.07 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 1476.25 feet and an arc length of 107.56 feet (said curve having a chord bearing of South 00 degrees 59 minutes 40 seconds East and a chord distance of 107.54 feet) to a point, along a curve to the right with a radius of 1476.25 feet and an arc length of 21.42 feet (said curve having a chord bearing of South 01 degrees 30 minutes 31 seconds West and a chord distance of 21.42 feet) to a 1/2 inch rebar found, and South 02 degrees 49 minutes 38 seconds West a distance of 60.13 feet to a 1/2 inch rebar found on the southern right of way of Bertha Drive (60 foot right of way); thence proceeding along said right of way of Bertha Drive the following courses and distances: South 81 degrees 26 minutes 30 seconds East a distance of 187.35 feet to a 1/2 inch rebar found, along a curve to the left with a radius of 480.92 feet and an arc length of 295.95 feet (said curve having a chord bearing of North 76 degrees 58 minutes 21 seconds East and a chord distance of 291.30 feet) to a 1/2 inch rebar found, North 61 degrees 24 minutes 14 seconds East a distance of 24.74 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 362.85 feet and an arc length of 122.99 feet (said curve having a chord bearing of North 73 degrees 41 minutes 36 seconds East and a chord distance of 122.40 feet) to a 1/2 inch rebar found, and North 86 degrees 50 minutes 44 seconds East a distance of 15.04 feet to a point; thence leaving said right of way of Bertha Drive and proceeding along a curve to the right with a radius of 339.00 feet and an arc length of 171.41 feet (said curve having a chord bearing of South 49 degrees 37 minutes 01 seconds East and a chord distance of 169.59 feet) to a point; thence proceeding South 35 degrees 07 minutes 52 seconds East a distance of 91.16 feet to a point; thence proceeding along a curve to the left with a radius of 285.00 feet and an arc length of 147.75 feet (said curve having a chord bearing of South 49 degrees 58 minutes 57 seconds East and a chord distance of 146.10 feet) to a point; thence proceeding South 64 degrees 50 minutes 02 seconds East a distance of 94.37 feet to a point; thence proceeding along a curve to the left with a radius of 620.00 feet and an arc length of 75.91 feet (said curve having a chord bearing of South 68 degrees 20 minutes 29 seconds East and a chord distance of 75.86 feet) to a point; thence proceeding

South 71 degrees 50 minutes 56 seconds East a distance of 128.80 feet to a point; thence proceeding South 71 degrees 50 minutes 56 seconds East a distance of 23.36 feet to a point; thence proceeding along a curve to the right with a radius of 548.00 feet and an arc length of 204.51 feet (said curve having a chord bearing of South 61 degrees 09 minutes 28 seconds East and a chord distance of 203.32 feet) to a point; thence proceeding South 50 degrees 28 minutes 00 seconds East a distance of 91.73 feet to a point; thence proceeding along a curve to the left with a radius of 437.00 feet and an arc length of 284.33 feet (said curve having a chord bearing of South 69 degrees 06 minutes 23 seconds East and a chord distance of 279.35 feet) to a point; thence proceeding South 87 degrees 44 minutes 46 seconds East a distance of 77.70 feet to a point; thence proceeding South 87 degrees 44 minutes 46 seconds East a distance of 90.79 feet to a point; thence proceeding along a curve to the right with a radius of 558.00 feet and an arc length of 65.97 feet (said curve having a chord bearing of South 84 degrees 21 minutes 34 seconds East and a chord distance of 65.93 feet) to a point; thence proceeding South 80 degrees 58 minutes 21 seconds East a distance of 149.08 feet to a point; thence proceeding along a curve to the left with a radius of 256.00 feet and an arc length of 97.32 feet (said curve having a chord bearing of North 88 degrees 08 minutes 13 seconds East and a chord distance of 96.73 feet) to a point; thence proceeding North 77 degrees 14 minutes 47 seconds East a distance of 132.21 feet to a point; thence proceeding along a curve to the right with a radius of 398.00 feet and an arc length of 175.80 feet (said curve having a chord bearing of North 89 degrees 54 minutes 01 seconds East and a chord distance of 174.37 feet) to a point; thence proceeding South 77 degrees 26 minutes 45 seconds East a distance of 78.77 feet to a point; thence proceeding along a curve to the left with a radius of 526.00 feet and an arc length of 359.82 feet (said curve having a chord bearing of North 82 degrees 57 minutes 27 seconds East and a chord distance of 352.84 feet) to a point on the southern right of way of Bertha Drive; thence proceeding along said right of way of Bertha Drive South 74 degrees 46 minutes 00 seconds East a distance of 32.34 feet to a point; thence leaving said right of way of Bertha Drive and proceeding South 24 degrees 25 minutes 13 seconds West a distance of 1122.88 feet to a 1/2 inch rebar found; thence proceeding South 77 degrees 36 minutes 20 seconds West a distance of 1864.13 feet to a 1/2 inch rebar found; thence proceeding North 00 degrees 17 minutes 39 seconds East a distance of 1348.36 feet to a 3/4 inch crimp top pipe found at the corner common to Land Lots 488, 489, 1273 and 1274; thence proceeding along the line common to Land Lots 488 and 1273 South 89 degrees 59 minutes 57 seconds West a distance of 640.40 feet to a point; thence leaving said land lot line and proceeding North 78 degrees 37 minutes 17 seconds West a distance of 220.72 feet to a point on the eastern right of way of Old Atlanta Road; thence proceeding along said right of way of Old Atlanta Road the following courses and distances: along a curve to the left with a radius of 1459.04 feet and an arc length of 254.44 feet (said curve having a chord bearing of North 23 degrees 01 minutes 54 seconds East and a chord distance of 254.12 feet) to a 1 inch crimp top pipe found, South 71 degrees 55 minutes 47 seconds East a distance of 10.00 feet to a point, along a curve to the left with a radius of 1486.85 feet and an arc length of 133.38 feet, said curve having a chord bearing of North 15 degrees 29 minutes 57 seconds East and a chord distance of 133.34 feet to a 3/4 inch open top pipe found, North 77 degrees 04 minutes 19 seconds West a distance of 10.00 feet to a point, and along a curve to the left with a radius of 1307.36 feet and an arc length of 223.36 feet (said curve having a

chord bearing of North 08 degrees 35 minutes 37 seconds East and a chord distance of 223.09 feet) to the True Point of Beginning.

Said tract contains 3144005 square feet or 72.18 acres.

LEGAL DESCRIPTION

Ryland Homes, Inc.

Tract 2

All that tract or parcel of land lying and being in Land Lot 1273 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at a 1 inch crimp top pipe found at the intersection of the northern line of Land Lot 1273 and the eastern right of way of Old Atlanta Road (right of way varies); thence proceeding along said right of way of Old Atlanta Road the following courses and distances: South 05 degrees 40 minutes 15 seconds East a distance of 153.76 feet to a 1 inch crimp top pipe found, North 84 degrees 32 minutes 26 seconds East a distance of 5.08 feet to a 1 inch crimp top pipe found, South 05 degrees 39 minutes 44 seconds East a distance of 137.47 feet to a point, along a curve to the right with a radius of 1481.19 feet and an arc length of 64.93 feet (said curve having a chord bearing of South 04 degrees 24 minutes 23 seconds East and a chord distance of 64.93 feet) to a 1 inch crimp top pipe found, South 86 degrees 44 minutes 01 seconds West a distance of 5.07 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 1476.25 feet and an arc length of 107.56 feet (said curve having a chord bearing of South 00 degrees 59 minutes 40 seconds East and a chord distance of 107.54 feet) to a point, said point being the True Point of Beginning.

From the True Point of Beginning, as thus established, leaving said right of way of Old Atlanta Road and proceeding South 43 degrees 11 minutes 32 seconds East a distance of 28.45 feet to a point; thence proceeding South 87 degrees 52 minutes 08 seconds East a distance of 127.76 feet to a point; thence proceeding along a curve to the left with a radius of 407.00 feet and an arc length of 148.05 feet (said curve having a chord bearing of North 81 degrees 42 minutes 36 seconds East and a chord distance of 147.24 feet) to a point; thence proceeding North 71 degrees 17 minutes 20 seconds East a distance of 74.01 feet to a point; thence proceeding along a curve to the right with a radius of 339.00 feet and an arc length of 133.45 feet (said curve having a chord bearing of North 82 degrees 33 minutes 59 seconds East and a chord distance of 132.59 feet) to a point on the northern right of way of Bertha Drive (60 foot right of way); thence proceeding along said right of way of Bertha Drive the following courses and distances: along a curve to the left with a radius of 422.85 feet and an arc length of 38.01 feet (said curve having a chord bearing of South 66 degrees 22 minutes 07 seconds West and a chord distance of 38.00 feet) to a 1/2 inch rebar found, South 61 degrees 24 minutes 14 seconds West a distance of 27.15 feet to a 1/2 inch rebar found, along a curve to the right with a radius of 420.92 feet and an arc length of 258.08 feet (said curve having a chord bearing of South 76 degrees 45 minutes 58 seconds West and a chord distance of 254.06 feet) to a 1/2 inch rebar found, and North 81 degrees 28 minutes 22 seconds West a distance of 191.13 feet to a 1/2 inch rebar found on the eastern right of way of Old Atlanta Road; thence proceeding along said right of way of Old Atlanta Road along a curve to the left with a radius of 1476.25 feet and an arc length of 21.42 feet (said curve having a chord bearing of North 01 degrees 30 minutes 31 seconds East and a chord distance of 21.42 feet) to the True Point of Beginning.

Said tract contains 12617 square feet or 0.29 acres.

EXHIBIT "B"
Additional Property

ALL THAT TRACT OR PARCEL OF LAND, lying and being in Land Lots 75, 489 and 490 of the 1st District, 1st Section, Forsyth County, Georgia and in Land Lots 1212, 1273, 1274 and 1275 of the 2nd District, 1st Section, Forsyth County, Georgia.

EXHIBIT "C"
Bylaws of Bridleton Homeowners Association, Inc.

BYLAWS

OF

BRIDLETON HOMEOWNERS ASSOCIATION, INC.

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BYLAWS
OF
BRIDLETON HOMEOWNERS ASSOCIATION, INC.

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BYLAWS
OF
BRIDLETON HOMEOWNERS ASSOCIATION, INC.

Article 1
Name, Membership, Applicability and Definitions

1.1 Name. The name of the corporation shall be Bridleton Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 Membership. The Association shall have one class of membership, as is more fully set forth in that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Bridleton (such Declaration, as amended, supplemented, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit, or the meanings given in the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, *et seq.* (the "Nonprofit Code"). Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

Article 2
Association: Meetings, Quorum, Voting, Proxies

2.1 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

2.2 Annual Meetings. There shall be an annual meeting of the members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year and to transact such other business as may come before the meeting.

2.3 Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by members entitled to cast at least twenty-five percent (25%) of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to

be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

2.5 Notice of Meetings. It shall be the duty of the Secretary or such other agent as the Association may designate to mail or to cause to be delivered to each member (as shown in the records of the Association as of the record date) a written notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and, if and to the extent required by the Nonprofit Code or other applicable law (the "Governing Law"), the purpose(s) thereof. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or sent by electronic transmission in accordance with the Nonprofit Code to all members of record at the address shown in the Association's current records. If an Owner wishes notice to be given at an address other than at the Lot, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days in advance of any annual, regularly scheduled or special meeting (or if notice is mailed by other than first-class or registered mail, thirty (30) days) nor more than sixty (60) days before the meeting. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law, notice of the adjourned meeting shall be given to persons who are members of record as of the new record date.

2.6 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing or by electronic transmission signed by the member entitled to notice and delivered to the Association for inclusion in the minutes for filing with the Association's records, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of lack of notice or defective notice, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.8 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two (2) business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection by any member or a member's agent or attorney: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is included with the notice of the meeting or upon request; or (2) during ordinary business hours at the Association's principal office or at such other reasonable place as may be specified in the notice in the city where the meeting will be held. In the event that the Association makes the list available on an electronic network, the Association may take reasonable steps to ensure that such

information is available only to members of the Association. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

2.9 Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein.

2.10 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxy appointment forms shall be in writing, signed either personally or by an electronic transmission, dated, and filed with the Secretary before the appointed time of each meeting. An electronic transmission must contain or be accompanied by information from which it can be determined that the member, the member's agent, or the member's attorney-in-fact authorized the electronic transmission. Proxies may be delivered to the Board of Directors by personal delivery, U.S. mail or electronic transmission to the Secretary or other officer or agent authorized to tabulate votes. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary or other officer or agent authorized to tabulate votes of written revocation signed by the member; (c) receipt by the Secretary or other officer or agent authorized to tabulate votes of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; or (e) the expiration of eleven (11) months from the date of the proxy appointment form.

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12 Action Without A Formal Meeting. Any action required or permitted to be approved by the members may be approved without a meeting if one (1) or more consents, in writing or by electronic transmission, setting forth the action so taken, shall be signed, either personally or by an electronic transmission, and dated by members (including Ryland and EAHI, if the consent of Ryland and EAHI is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within seventy (70) days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each consent in writing or by electronic transmission shall be included in the minutes of meetings of members filed in the permanent records of the Association. No consent in writing or by electronic transmission shall be valid unless: (1) the consenting member has been furnished the same material that, pursuant to the Nonprofit Code, would have been required to be sent to members in a notice of a meeting at which the proposed action would have been submitted to the members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished.

2.13 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by ballot in writing or by electronic transmission as provided herein. The Association shall deliver a ballot in writing

or by electronic transmission to each member entitled to vote on the matter. The ballot in writing or by electronic transmission shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by ballot in writing or electronic transmission shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely ballot in writing or by electronic transmission received by the Association may not be revoked. Approval by ballot in writing or by electronic transmission of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article 3

Board of Directors: Number, Powers, Meetings

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Directors shall be natural persons who are eighteen (18) years of age or older. Except for directors appointed by Ryland and EAHI, each director must reside in the Community and be a member or the spouse of a member; provided, however, no Person may serve on the Board at the same time with such Person's spouse or any co-Owner or Occupant of such Person's Lot.

3.2 Directors Appointed by Ryland and EAHI. Ryland and EAHI shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of twenty (20) years after the date of the recording of the Declaration; (b) the date on which all of the Lots planned by Ryland and EAHI to be a part of the Community shall have been improved with a dwelling and conveyed to an Owner for occupancy as a residence; or (c) the surrender by Ryland and EAHI in writing of the authority to appoint and remove directors and officers of the Association.

The directors appointed by Ryland and EAHI need not be Owners or residents in the Community. The total number of Lots planned by Ryland and EAHI for the Community shall initially be the number of Lots shown on the land use plan for the development as it may be amended from time to time. Inclusion of property on the land use plan shall not obligate Ryland and EAHI to subject such property to the Declaration, nor shall exclusion of property from the initial land use plan bar Ryland or EAHI from subjecting such property to the Declaration. The final total number of Lots planned for the Community shall be the actual number of Lots shown on the recorded subdivision plat(s) for the Community regardless of any different number of Lots shown from time to time on the land use plan.

3.3 Number of Directors. During the period that Ryland and EAHI have the right to appoint and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of two members as determined by Ryland and EAHI in writing from time

to time with Ryland and EAHl each appointing one member to the Board. During the time that Ryland and EAHl have the authority to appoint the members of the Board of Directors as provided in Section 3.2 hereof, all actions of the Board shall be unanimous. In the event that the Board is unable to reach a decision, the matter shall be submitted to arbitration. Thereafter, the Board shall consist of three (3) directors, who shall be elected as provided in Section 3.5 below.

3.4 Nomination of Directors. Elected directors may be nominated from the floor, if a meeting is held for the election of directors and may also be nominated by a nominating committee, if established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.5 Election and Term of Office. After right of Ryland and EAHl to appoint directors and officers terminates, the Association shall call a special meeting (or take action under Section 2.12 or Section 2.13 in lieu of a meeting) and the members shall elect three (3) directors as follows: the initial term of two (2) directors shall be fixed at two (2) years, and thereafter successors shall be elected to a term of two (2) years; the initial term of one (1) director shall be fixed at one (1) year, and thereafter successors shall be elected to a term of two (2) years. At annual meetings thereafter (or pursuant to Section 2.12 or Section 2.13 in lieu of a meeting), directors shall be elected as necessary to fill vacant seats on the Board. All eligible members of the Association shall vote on all directors to be elected, and the candidates receiving the most votes shall be elected. Notwithstanding anything herein to the contrary, the members of the Board of Directors shall continue in office until their respective successors shall have been elected and take office.

3.6 Removal of Directors. At any annual, regular or special meeting of the Association, any one (1) or more of the members of the Board of Directors elected by the members may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. The notice of the meeting shall state that the purpose or one of the purposes, of the meeting is removal of a director. A director whose removal by the members has been proposed shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the remaining directors.

3.7 Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors. Each Person so selected shall serve the unexpired portion of the term.

3.8 Organization Meetings. The first meeting of a newly elected Board of Directors shall be held within ten (10) days after the election at such time and place as the directors may conveniently assemble.

3.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, provided that, after the right of Ryland and EAHl to appoint the directors terminates, at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.10 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office; or (d) issued electronically in accordance with the Nonprofit Code, if the director has consented in writing to such method of delivery and has provided the Board with an address regarding the same. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least four (4) days before the day of the meeting. Notices given by personal delivery, electronic transmission or telephone shall be given at least two (2) days before the day of the meeting.

3.11 Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes either in writing or by electronic transmission which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.13 Compensation. No director shall receive any compensation from the Association for acting as such.

3.14 Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.15 Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.16 Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing or by electronic transmission, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.17 Telephonic Participation. One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.18 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by law, the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be done and exercised by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparing and adopting an annual budget in which there shall be established the contribution of each member to the common expenses;

(b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association, which enforcement power shall include, without limitation, the power to levy fines as provided herein and in the Declaration in such amounts as from time to time the Board may deem proper in the circumstances, counting each day a violation continues after notice from the Board as a separate violation;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorizing contracts on behalf of the Association.

3.19 Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. Ryland and EAHJ, or affiliates of Ryland and EAHJ, may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

3.20 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed ten percent (10%) of the annual budget of the Association.

3.21 Fining Procedure. A fine shall not be imposed (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine will take effect;

(2) that the violator may, within ten (10) days or, in the event of an unapproved sign, twenty four (24) hours, from the date of the notice, request a hearing in writing regarding the fine imposed;

(3) the name and address of a person to contact to challenge the fine;

(4) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, of the date of the notice.

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine shall be imposed prior to the date that is five (5) days or, in the event of an unapproved sign, twenty-four (24) hours, after the date of the hearing, as applicable.

(c) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the violation recurs, the Board may,

upon notice stating the nature of the violation and delivered to the member by first class or certified mail sent to the address of the member shown on the Association's records, impose a fine.

Article 4
Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors. This provision shall not apply to officers appointed by Ryland and EAHI.

4.2 Election, Term of Office, and Vacancies. Except during the period in which the Ryland and EAHI have the right to appoint the officers of the Association, the officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.3 Additional Officers and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

4.4 Salaries. The officers shall receive no compensation.

4.5 Removal. Except for officers appointed by Ryland and EAHI, any officer may be removed, with or without cause, by the Board of Directors.

4.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7 Vice President. The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors; notify the members and directors of meetings as provided by these Bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any

instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer. The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

4.10 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article 5 Committees

Advisory committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation of the Association, the Declaration, these Bylaws or the Nonprofit Code.

Article 6 Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2 Parliamentary Rules. *Roberts Rules of Order* (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation of the Association, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation of the Association, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation of the Association and the Bylaws (in that order) shall prevail.

6.4 Electronic Records, Signatures and Documents To the extent permitted by Georgia law, the Declaration and these Bylaws, the Association and its members, officers, directors, Owners and Occupants may perform any obligation or exercise any right by use of any technological means providing sufficient security, reliability, identification and verifiability, which technological means have been approved by the Board of Directors in its sole discretion.

6.5 Amendment. These Bylaws may be amended by the Board of Directors with the consent of Ryland and EAHI if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on the Lots subject to the Declaration; (d) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to the Declaration; or (e) comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.* Further, Ryland and EAHI may amend these Bylaws for any other purpose; provided, however, any such amendment shall not materially adversely affect the right of any Owner to use and enjoy such Owner's Lot without the consent of the affected Owner nor shall it adversely affect the rights of the holder of any security interest granted by Ryland or EAHI without the written consent of such holder. In addition, these Bylaws may be amended upon the affirmative vote, written consent or any combination of affirmative vote and written consent of at least two-thirds (2/3) of the Total Association Vote and the consent of Ryland and EAHI.

EXHIBIT "D"
Minimum Guidelines

SITE WORK GUIDELINES

Driveway

Driveways shall be smooth or brushed concrete and installed with a curvilinear shape where possible.

Courtyard garages must allow for a minimum of 3' of landscaping between the driveway and the house.

Sidewalks

Concrete sidewalks at the street must be installed by the Builder and conform to the standard subdivision design. Sidewalks adjacent to the street must be level.

All sidewalks are to be in accordance with County standards.

Handicap ramps are required to meet County standards and provide a smooth transition to the road.

Retaining Walls

No rail road ties may be used to construct any retaining walls.

Landscaping

Front, side and rear yards must be sodded.

All beds shall be mulched with pine straw or bark mulch. Red mulch, red lava rock and white stone are not permitted. Dark grey or brown lava rock is acceptable. All beds and lawns must be kept weed free.

All edging material must be natural.

Foundation plantings along street facing elevations are to be minimum 3-gallon size plants for lower growing varieties, and a minimum 7-gallon size for higher growing varieties.

Artificial vegetation of any type is prohibited.

No slopes shall exceed 2:1. All slopes must be stabilized with permanent landscaping.

HOUSE DESIGN GUIDELINES

The following guidelines are intended to outline the minimum requirements for each house.

Highly Visible Homes

Highly Visible Homes are any homes located on lots directly adjacent to Chattahoochee Pointe Parkway which are visible from the parkway. Homes that are located on lots directly adjacent to the parkway are considered visible if they have less than 25' undisturbed natural buffer between the parkway and the clearing limits for the home allowing them to be seen from the parkway. Should elevation differences between the parkway and a home prevent an existing natural buffer to shield the home, then that home would also be considered Highly Visible.

Architectural Styles and Square Footage Requirements

Minimum and maximum house sizes (heated area above grade) are:

65'/70' lots	2400 sq. ft. – 3200 sq. ft.
75'/80' lots	3000 sq. ft. – 3700 sq. ft.
95' lots	3400 sq. ft. or Larger

Ceiling Height

Minimum ceiling height on first floor is 9' and 8' on the second floor.

Garages

Single 16' and individual 8' doors are acceptable, but individual 8' doors are encouraged wherever possible. Front entry garage doors are required to be carriage style or stamped carriage when in keeping with the house design.

Garage door height should be consistent or symmetrical if utilizing more than one door.

Detached garages are allowed but must be of a style identical or complimentary to the main house.

Roofs

The minimum roof pitch for two story homes shall be 7:12 and for one story ranches shall be 5:12.

If visible from any street or open space, gables shall have a minimum pitch of 8:12. Shed roofs or porches may have a lower pitch, but in no case will the pitch be less than 3:12.

The main roof overhangs shall be a minimum of 12"; secondary roof overhangs to be a minimum of 8".

Roofing may be cedar shake, tile, slate or shingles.

Shingles to have minimum 20-year warranty. The minimum grade of shingle per product type is as follows:

- 65' to 70' lot product: 3-Tab Asphalt Shingle
- 75' to 80' lot product: 3-Tab Asphalt Shingle
- 95' lot product: Architectural Asphalt Shingle

Colors shall be black or a black blend, weathered wood, or a dark gray blend.

All roof projections and vents shall be painted to match the roof color and located to minimize the visibility from the street.

Metal flashing, roof vents and wall vents shall be painted to match the roof color or the wall color they are on.

Skylights with rectangular flat glass and must be located on side and rear elevations.

Solar heat collectors must be located so they can't be visible from the street or common area.

All downspouts must be painted the same color as the trim material to which they are applied.

Elevation Materials

No identical color schemes or elevations may be constructed on 2 sequential lots or directly across the street either directly or within 2 lots.

Acceptable elevation materials include brick, natural or artificial stone and stucco. Stucco must be used as an accent material in combination with brick or stone. Board and batten, horizontal hardi board, cedar or hardi shakes are acceptable but must be combined with stone or brick.

Bays and Projections

Any projection over 12" shall be taken to grade. Projections less than 12" may be detailed with corbels, brackets, and other approved trim.

Bay windows on the front and rear elevations visible from any street or common area must utilize copper or painted metal roofing; non-visible elevations may utilize shingles.

Foundations

No exposed concrete over eight inches (8") in height shall be visible on the front of any home. Front elevation foundations must be brick, stone or stucco to the level of the 1st floor.

Exposed Side and rear elevation foundations must be painted to match the siding.

Brick/Stone Veneer

Highly Visible Homes are required to have a brick or stone water table to the level of the first floor on the rear of the house if it is facing the parkway.

Highly Visible Homes are required to have brick or stone sides if the side of the house is facing the parkway.

Chimneys

All chimneys must be topped with a decorative painted metal shroud.

Front elevation trim:

Fascla

1" x 8" minimum

Rake

1" x 8", minimum; minimum trim of 3" rake molding.

Eave Frieze Boards and Trim

1" x 6", minimum with 3" crown mold or dentil mold.

Gable End Frieze Boards and Trim

1" x 6", minimum with 3" crown mold or dentil mold.

Windows

Exterior window finishes may be either painted wood or vinyl.

Screen frames must be finished the same color as the windows.

Stained and leaded glass permitted on side and rear elevations.

Doors

Doors must be painted or stained.

Storm doors and frames must be finished the same color as the primary doorframe.

Screens shall be anodized or electro-statically painted aluminum.

Front Porches

Porches, front stoops and steps must be designed and detailed with materials to be compatible with the house.

Where lots allow, all front porches and entries on basement lots shall be at least 18" above grade.

Steps and porch floors may be wood, brick, stone or cultured stone, or slate appropriate to the architectural styling of the home. Concrete steps and porch floors are allowed only if finished on the sides with brick or stone.

Railings, if needed, shall be painted wood, composite material or Wrought iron.

Walkways from the street to the front of the house must be a minimum of 3 feet wide.

Decks

Decks must be to the rear of the house.

Deck materials must be cedar, cypress, pressure treated pine or other composite material such as Trex.

Deck supports shall be a minimum of 6" x 6" wood posts. Metal supports are allowed where deck heights exceed 15', but must be boxed in with wood. Cantilever decks will not be permitted.

Gutters

Gutters shall be a minimum of 4" ogee or half round and shall be painted the same color as the adjacent trim.