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RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR ARBOR SPRINGS PLANTATION
COWETA COUNTY, GA
DEBORAH GLOVER, CLERK

THIS RESTATEMENT OF DECLARATION, is made this the 11th day of MAY, 1995, by Landward III, Inc., a Georgia Corporation (hereinafter the "Developer").

WITNESSETH:

WHEREAS, Developer, was the owner (and remains the owner of a portion thereof) of certain real property lying and being in Land Lot 21, of the Sixth Land District of Coweta County, Georgia, which real property is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof and is generally known as Arbor Springs Plantation; and

WHEREAS, so to provide for the preservation and enhancement of the property values in Arbor Springs Plantation and for the maintenance of property and improvements thereon, Developer encumbered the property on Exhibit "A" hereof with that certain Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation, said Declaration being dated March 24, 1994 and being placed of record at Deed Book 839, Pages 423-441, Office of the Clerk, Coweta County, Georgia Superior Court; and

WHEREAS, pursuant to the said Declaration, Developer has caused to be incorporated under the laws of the State of Georgia, the Arbor Springs Plantation Homeowners Association, Inc., a non-profit corporation, which would be delegated and assigned the powers of owning, maintaining, administering, and enforcing the Declaration and collecting and disbursing assessments and charges as set forth in said Declaration; and

WHEREAS, Section Seven of Article IX of said Declaration provided that said Declaration may be amended if at least seventy five (75%) percent of the Owners of Lots encumbered by the Declaration vote to amend the same; and

WHEREAS the Owners of Lots owning in excess of seventy five (75%) percent of the Lots encumbered by said Declaration, which includes the Developer, desire to amend the original Declaration by having this Restatement amend, restate and supersede in its entirety all of the terms and provisions within the original Declaration;

NOW THEREFORE, Developer hereby declares that the original Declaration recorded at Deed Book 839, Pages 423-441, Coweta County, Georgia Records is hereby amended and superseded in its entirety as set forth in the Restatement, and further declares that the real property described on Exhibit "A" is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the Covenants, Conditions, Restrictions, Easements, Charges, and Liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to Daniel F. Zavada and two other individuals appointed from time to time by the Developer who are qualified or experienced in architecture, engineering, environmental design, land planning, and real estate development.

Section 2. "Association" shall mean and refer to Arbor Springs Plantation Homeowners Association, Inc., its successors and assigns.

Section 3. "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Association Properties" shall mean and refer to any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter designated by Developer as Association Properties or held for the common use and enjoyment of the Owners. All Association Properties are to be devoted to and are intended for the common use and enjoyment of the Owners, their families, guests of the Owners, persons occupying residential accommodations of Owners on a guest or tenant basis.

Section 5. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration and the By-Laws and Articles of Incorporation of the Association.

Section 6. "Declaration" shall mean the Covenants, Conditions, Restrictions and Easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 7. "Developer" shall mean and refer to Landward III, Inc. a Georgia corporation, or any successor in title or any successor in interest to Landward III Inc., to all or any portion of the Property then subject to this Declaration, provided in the instrument of conveyance to any such successor in title or interest, such successor in title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the Developer hereunder at the time of such conveyance.

Section 8. "Lot" shall mean and refer to any improved or unimproved parcel of land located within the properties which is used or intended for use as a site for a single family dwelling and which is shown on any recorded plat of any part of the properties or any expansion thereof by Developer.

Section 9. "Owner" shall mean and refer to the record owners, whether one or more persons, of the fee simple title to any lot which is a part of the property, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 11. "Plat" shall mean and refer to that certain Plat of Survey prepared by Landmark Surveying, Inc., recorded in Plat Book 60 Pages 120 thru 123, in the Office of the Clerk of the Superior Court of Coweta County, Georgia, and any revision thereto approved and recorded by Developer in the Office of the Clerk of the Superior Court of Coweta County, Georgia.

Section 12. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto.

Section 13. "Structure" shall mean and refer to: (i) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, or part thereof, garage, barn, porch, deck, gazebo, shed, treehouse, greenhouse or bathhouse, coop or cage, screening, enclosures, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill, ditch, diversion dam or flow of surface waters from, upon or across any Lot, or which artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 13 applies to such change.

Section 14. "Lake" shall mean and refer to any Lake as shown on the Plat.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment for such purpose, including without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

Section 2. Construction: Review and Approval. No exterior construction, alteration, addition or erection of any nature whatsoever, shall be commenced or placed upon any part of the properties, except such as is installed by the Developer, or as is approved in accordance with this section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, and height, materials and location shall have been submitted in writing to the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee including where applicable, and without being limited to the following:

- (a) a site plan showing the location of all proposed and existing structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;
- (b) a foundation plan;
- (c) a floor plan;
- (d) exterior elevations of all proposed structures and alterations to existing structures, as such structures shall appear after all back-filling and landscaping are completed;
- (e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed structures and alterations to existing structures; and
- (f) plans for landscaping and grading.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a Lot which is subject to this Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons of entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

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

Class A. Initially, the Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If multiple owners of a Lot cannot unanimously decide how to cast their vote then no vote may be cast regarding the ownership by that particular Lot.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events: (i) ten (10) years from the date of the Declaration; or (ii) when, in its discretion, the Developer so determines.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Association Properties (including, without limitation, the right of pedestrian, but not vehicular access, ingress and egress to and from his Lot over those portions of the Association Properties from time to time designated for purposes), which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

- (a) the right of the Association to adopt and publish rules and regulations governing the use of the Association Properties.
- (b) the rights of the Association to borrow money for the purpose of improving the Association Properties or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and, upon the assent of two-thirds of the Class A members and the Class B members, if any, to give as security a mortgage conveying all or any portion of the Association Property. The lien and encumbrance of any such mortgage, however, shall be

subject and subordinate to all rights, interest, easements and privileges herein reserved or established for the benefit of Developer, any Owner, or the holder of any mortgage, irrespective of when executed, given by Developer.

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

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

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

Section 3. Title to Association Properties.

(a) Notwithstanding any provisions to the contrary herein, title to the Association Properties (excluding Association Properties wherein the Association is to have easement rights only) will be conveyed to the Association by the Developer after all lots placed for sale by the Developer have been sold or at such earlier time as the Developer may elect, and only at such time shall the Association have the right to control said Association Property subject to the terms herein. Prior to that time, the Developer shall control the Association Properties. (b) At that point in time when the Developer transfer title of his property to the Association, and said property is part of the Association Property, Developer may place a provision in the deed which provides that title to the subject property will revert to the Developer if the property ceases to be used as an Association Property for the benefit of the Association.

Section 4. No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. Additionally, no Lot shall be split, divided or otherwise conveyed in part, unless the Architectural Control Committee first approves the same in writing.

ARTICLE V
COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorneys fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when assessment fall due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated common expenses of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, so long as there is a Class B member, or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting on the date when there is no longer a Class B member. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year.

If any budget at any time proved inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for common expenses, applicable to that year only, provided that any such assessments shall have the assent of two-thirds (2\3) of the votes of the members of each class voting in person or by proxy at a meeting duly called for such purposes.

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

Section 6. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots. During the three-year period ending on the third anniversary of the date of the filing of this Declaration, assessments attributable to any on Lot shall not exceed \$30.00 per month, so long as there is a Class B Member.

Section 7. Date of Commencement of Annual Assessments; Due Dates. Developer shall establish when Assessments are to commence and the due date of each annual assessment. Anything contained herein to the contrary notwithstanding, Developer on behalf of itself and its successors and assigns, covenants and agrees to pay the annual assessments for each Lot owned by Developer which contains an occupied residence; provided however, Developer shall not be responsible for assessments on Lots not containing an occupied residence. The due dates shall be established by the Developer until such time as there is no longer a Class B member. Upon demand, and for a reasonable charge, the Association shall furnish a Certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot which have been paid. A properly executed Certificate of the Association as the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

Section 8. - Effect of Nonpayment of Assessments; remedies of the Association. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorneys's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally

for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association in connection with the foreclosure of said lien the irrevocable power of attorney to sell the said Lot subject to the aforesaid lien at the usual place for conducting sales at the courthouse in Coweta County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of said sale once a week for four (4) weeks immediately preceding such sale in the paper in Sheriff's advertisements for Coweta County, Georgia are published. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure. If an assessment is not paid on or before the date when due, the Association may also suspend the voting rights and right to use any Association Properties of such delinquent member.

Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such members Lot in favor of the Association.

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

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Association Properties; (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; (d) Any lot owned by the Developer which does not contain an occupied residence. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens except Lots owned by the Developer not containing an occupied residence.

ARTICLE VI
MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided for herein, and except as approved by the Developer, the Association shall maintain and keep in good repair all portions of the Association Property and improvements thereon. The Association's responsibility with respect to the Association Property shall be deemed to include the maintenance, repair and replacement of (i) all road, driveways, walks, parking areas and buildings and other improvements situated within the Association Property, (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Association Property, and (iii) all lawns, trees, shrubs, hedges grass and other landscaping situated within or upon the Association Property.

Section 2. Owner's Responsibility. Each Owner shall keep and maintain each Lot owned by him, as well as all landscaping located thereon, including the right of way, in good condition and repair, including but not limited to (i) repairing and painting (or other appropriate external care) of all Structures' (ii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If in the opinion of the Architectural Control Committee, any Owner shall fail to perform the duties imposed by this Section, the Architectural Control Committee shall notify the Association. If the Board shall agree with the determination of the Architectural Control Committee with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the owner shall not have taken remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as set out herein. Guidelines relating to the maintenance of Structures and landscaping may be included in the Development Guidelines of the Architectural Control Committee.

ARTICLE VII
EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Association Property for ingress, egress installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Association Property and the Lots, to inspect and to perform the duties of maintenance and repair to the Association Property and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other

utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Board. Should any utility furnishing a service covered by the general easement herein provided, Developer or the Association shall have the right to grant such easement on the Association Property without conflicting with the terms hereof.

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

- (a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities.
- (b) For the construction of improvements on the Lots;
- (c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;
- (d) For the use of the Association Property and any sales offices, model units, marketing signs and parking signs in connections with its efforts to market Lots;
- (e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots;
- (f) Public or Private road access to adjoining properties.
- (g) There is hereby created in favor of the Developer an easement upon, across, over and through the Property including but not limited to those areas designated as "Easement for Dam" on the Plat. Said easement is reserved so as to provide the Developer with the right, but not the obligation to maintain, repair, enlarge, re-design and make modifications to dam and spillway area at it's sole discretion. Additionally, Developer shall have the right but not the obligation to raise or lower the water level of any Lake.

Section 2a. Construction and Golf Easement. Developer hereby reserves for itself, its successors and assigns, the right but not the obligation to construct a golf course on property adjacent to certain Lots. In this regard, Developer hereby reserves for itself, its successors and assigns, an Easement 35 ft. in width along the perimeter boundary of each Lot. Said Easement shall be to provide Developer, its successors and assigns, with the right to grade the Easement area and cut and remove trees on the Easement area in the event Developer, its successors and/or assigns, elects to construct a golf course on property adjacent to any Lot. After the golf course

is completed, said Easement shall be open to golfers lawfully using the golf course to retrieve and play out errant golf balls lying on the Easement area. The Easement area shall be kept free of any plantings or structures that would prohibit the access by golfers provided for in this Section, and the Architectural Control Committee should not approve the erection of any Structure or planting thereon which would materially obstruct physical access to the area from the golf course. This paragraph shall not be intended as a representation or promise that the golf course will be constructed. The possible construction of a golf course in the future on adjacent property is merely a right, and not an obligation, of Developer, its successors and assigns, and Developer has made no representation, promise or warranty that such golf course will be constructed. If however said golf course is constructed, this Easement may be exercised by Developer, its successors or assigns.

Section 3. Easements for Association.

- (a) There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Association Property and the Lots to perform their respective duties.
- (b) There is hereby created in favor of the Association an easement upon, across, over and through those areas designated as "Pathway Easement" on the Plat. Said easement may be used only for pedestrian access, golf cart access, and/or equestrian access, subject to the right of the Developer, to designate the kind of access allowed and the kind of access not allowed on any portion of the Pathway Easement. Additionally, the Developer shall have the right at any time to terminate all or any portion of the easement rights reserved in favor of the Association under this paragraph should the Developer so desire, and/or to relocate the Pathway Easement upon other property owned by the Developer.
- (c) There is hereby created in favor of the Association an easement upon, across, over and through the area designated as "Landscape Easement" on the Plat. Said easement is granted so as to provide the Association with the right to install and maintain landscaping over the easement area.
- (d) There is hereby created in favor of the Association an easement upon, across, over and through those areas designated as "Easement for Dam" on the Plat. Said easement may be used only for the maintenance and repairs of the dam and spillway area, providing Developer consents to the same.
- (e) There is hereby created in favor of the Association a "recreational easement" to use any Lake as shown on the Plat which has the designation of "Association Accessibility". The exact boundary of the Easement Area shall be the outer boundary line of said Lake and may vary depending upon the level of the water.

ARTICLE VIII
GENERAL COVENANTS AND RESTRICTIONS

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

Section 1. Residential Use. All Lots shall be restricted to residential use. Developer shall have the right to use one or more lots for public or private road access to adjoining properties.

Section 2. Association Properties. The Properties shall be comprised of those areas designated as such in Article I, Section 4 hereof.

Section 3. Signs. No signs shall be installed, altered or maintained on any Lot or Structure visible from the exterior except:

- (a) signs required by legal proceedings.
- (b) Not more than one For Sale sign. It shall not be more than Four Square feet in area. For Rent signs are not allowed.
- (c) Directional signs for vehicle or pedestrian safety.
- (d) All signs shall be removed promptly after transaction is completed.
- (e) Developer reserves the right to install and maintain any size sign for use in marketing subdivision.

Section 4. Fences and Walls. No fence or wall of any kind shall be installed or maintained on any Lot without first written approval of the Architectural Control Committee.

Section 5. Clotheslines. No outside clothesline shall be placed on the property.

Section 6. Landscape. After a dwelling is constructed on a lot, the front yards\grass areas and right of ways must be sodded. Other acceptable methods (i.e. hydroseeding) may be used if first approved in writing by the Architectural Control Committee.

Section 7. Antennae. No antennae or earth satellite disk for the transmission or reception of television or radio signals or the like shall be installed or maintained on the exterior of any Structure or on any parcel exposed to view from any other Parcel except, in accordance with plans and specifications first approved in writing by the Architectural Control Committee. To the extent this prohibition is not permitted by law, no such antennae shall be so installed or maintained without the prior written approval of the Architectural Control Committee of plans and specifications for such antennae.

Section 8. Non Operational Vehicles. No non-operational vehicles may be placed on a Lot unless kept in a garage.

Section 9. Recreational Vehicles, Business Vehicles, and Trailers. No mobile homes shall be placed on the Property. No trailer, tractor trailer and/or their cabs, trailer homes, boat, recreational vehicle or Business Vehicle (i.e. school bus, delivery truck) shall be brought upon or parked on any Lot. Notwithstanding the foregoing, the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, may be allowed, provided the use, appearance and maintenance of such a building and trailer must be specifically approved in writing by the Architectural Control Committee prior to its being moved onto the construction site. Notwithstanding anything herein to the contrary, Developer may place a modular or mobile home on the Property for use as a temporary Sales Office.

Section 10. Outside Storage. Outside storage of personal property shall not be allowed unless screened by enclosures, fences or other devices for which plans and specifications have been first approved in writing by the Architectural Control Committee. Guidelines for screening of such outside storage shall be included in the Development Guidelines of the Architectural Control Committee.

Section 11. Home Industries. No profession or home business or industry shall be conducted on any Lot with the exception of:

(a) any occupation or activity carried on by a member of the family on the premises, in connection with which: (i) There is no group instruction, assembly or activity and no sign is used other than a name plate not more than one (1) square foot in area, and no display that will indicate from the exterior that the building is being utilized in part for any purpose other than that of a dwelling; (ii) There is no commodity sold upon the premises; (iii) No person is employed other than a member of the immediate family residing on the premises; and (iv) No mechanical equipment is used except that which is normally used for purely domestic or household purposes.

(b) The use, in conformity with subsection (a) of this Section, of the premises by a physician, surgeon, dentist, lawyer, clergyman or other professional person for consultation or emergency treatment, but not the general practice of his profession;

(c) The use, in conformity with subsection (a) of this Section, of the premises by salesmen, manufacturer's agents, insurance agents or representatives and contractors when such persons do not carry inventory of goods or commodities for sale or warehousing upon the premises other than samples which might be transported by hand and which are usually carried by such persons into a prospect's office or place of business, provided however that the premises shall not be used as a place where prospective clients of such persons would call in the normal course of business carried on by such persons.

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(d) The use, in conformity with subsection (a) of this Section, of the premises as a day-care center for children provided that (i) the center is specifically approved in writing in advance by the Developer, (ii) the center will serve no more than five (5) children at any time, and (iii) any advertising, recruitment and placement will require prior written approval by the Developer.

Section 12. Model Homes. Anything in this Declaration to the contrary notwithstanding, the Developer may place a modular or mobile home (sales trailer) on the Property or Association Properties for use as a temporary sales office. No other Owner shall have the right to house a model home, sales office or temporary construction office unless the Developer and the Architectural Control Committee first gives written approval to the same, which approval may be withheld.

Section 13. Accessory Structures. A detached accessory structure may be placed on a Lot only after the Architectural Control Committee first approves in writing the quality, design, materials, and location of the same on the Lot.

Section 14. Government Regulations. All government building codes, health regulations, zoning restrictions and other requirements applicable to the properties shall be observed. In the event of any conflict between any provision of any such governmental code, regulation, restriction, or requirement and any provision of this Declaration, the more restrictive shall apply.

Section 15. Improvements of Lots. All construction of dwellings, accessory Structures and other improvements shall be undertaken with the following understandings:

(a) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling.

(b) All mailboxes serving Lots shall be approved by the Architectural Control Committee.

(c) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, storage and basement) shall contain no less than 1800 square feet for one story and not less than 2200 square feet for two stories, provided Developer shall have the right to specifically restrict certain Lots with even higher minimum square footage requirements by specific restriction included in the deed of conveyance executed by Developer. The higher minimum square footage requirements shall apply only to those particular Lots specifically restricted with same in the deed of conveyance by Developer.

(d) Setbacks. The required distances between property lines and improvements upon a Lot shall be shown on the Plat. Additionally, the Architectural Control Committee may, as part of its authority to approve the location of improvements, require setback lines that are more restrictive than the setback lines shown on the said Plat. In the event a variance from the setback lines as shown on the Plat is desired by Owner, the Owner shall first make a written request for

the same to the Architectural Control Committee stating the reason for the request. The decision to approve or deny a request shall be within the sole discretion of the Architectural Control Committee.

(e) No activity which may create erosion or siltation problem shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, for example, physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape.

Section 16. Animals. No animals, including birds, insects, and reptiles shall be kept on any Lot unless kept solely as household pets and not for commercial purposes. No animals shall be allowed to become a nuisance. Horses (non-commercial and non-boarding) shall be allowed only after improvements have been first approved by the Architectural Control Committee and all governmental codes, health regulations, and zoning restrictions have been observed.

Section 17. Plans and Construction Materials. No structure shall be commenced, erected, placed moved onto, or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure, unless plans and specifications therefor shall have been submitted to and first approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted pursuant to this paragraph because of any of the following:

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

(b) Any other matter which in the judgement of the Architectural Control Committee, would be likely to cause the proposed installation, construction or alteration of a Structure to fail to be in conformity and harmony of external design and general quality with the existing standards of the neighborhood or the location of the Structure would be incompatible with the topography, finished ground elevation and surrounding structures

Section 18. Builders. Developer reserves the right to approve all Builders constructing homes or making Improvements on Lots, and no dwelling may be constructed and no Improvements made unless the Developer first approves the Builder.

Section 19. Lake. No power boat with gasoline engines shall be used on any "Lake" and there shall be no swimming except in areas designated as such by the Association. The Association shall have the right to promulgate additional rules and regulations regarding the use of any Lake shown on the Plat regardless of whether or not the Lake has "Association Accessibility" as defined herein.

No activity shall be allowed in, on, around, or adjacent to any Lake, or on any part of the property which is in violation of any Federal, State, local or any agency thereof, law, or in violation of any rules or regulation promulgated by the Association.

The Association shall have the obligation to maintain or repair any dam or spillway of any Lake as shown on the Plat as having "Association Accessibility", accompanied with the right to raise or lower the water of said Lake. The obligation to maintain or repair any dam or spillway on any Lake which is not shown on the Plat as having "Association Accessibility" shall be the responsibility of the Owner of any property which abuts said Lake and shall be borne prorata if owned by more than one Owner.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement

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

(b) The Association shall have the Right of Abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within thirty (30) days after the mailing of written notice of such violation or breach. The Right of Abatement means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

BOOK 941 PAGE 112

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

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

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of Twenty (20) years from the date this Declaration is recorded, at the end of which period, to the extent permitted by law, such Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each.

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

Section 6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to the President of the Association at his\her residence address. Notices addressed as above shall be deemed delivered upon mailing by United States Registered or Certified mail or when delivered in person.

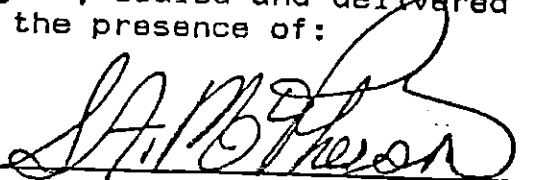
Section 7. Amendment. This Declaration may be amended at any time and from time to time only if at least seventy-five (75%) percent of the votes of the Owners of Lots are in favor of amending same; provided, however, such Amendment by the Owners shall not be effective unless also signed by the Developer if Developer is the owner of any real property then subject to this Declaration. For the purposes of this Section, each Owner that is a Class A member shall be entitled to only one vote per Lot owned, and the Class B member shall be entitled to three votes for each Lot owned. Where any Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such Owner and delivered to the Secretary of the Association. No Amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot unless such holder shall consent in writing thereto. Additionally, any such amendment shall not become effective until the instrument evidencing such change has been filed of record in the Office of the Clerk, Coweta Superior Court. Every purchaser or grantee of any interest in any Property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

BOOK 941 PAGE 114

Section 8. Amendment. Notwithstanding anything in this Declaration to the contrary, this Declaration may be amended unilaterally, from time to time, by the Developer to add additional property to Exhibit "A" hereof, and to encumber the same with this Declaration. The consent of the Owners shall not be required.

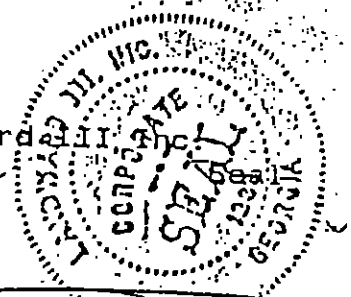
IN WITNESS WHEREOF, Landward III Inc. has caused this Declaration to be executed in its name and by its duly authorized officers on the day and year first above written.

Signed, sealed and delivered in the presence of:

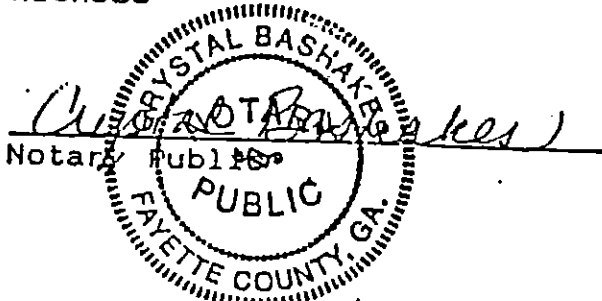


Witness

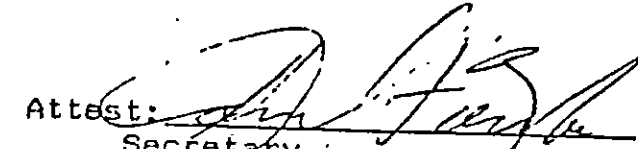
Landward III Inc.



BY: 
President



MY COMMISSION EXPIRES 8/26/97

Attest: 
Secretary

BOOK 941 PAGE 115

EXHIBIT "A"

All that certain tract or parcel of land situate, lying and being in Land Lot 21 of the Sixth Land District of Coweta County, Georgia and being more particularly described as Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A, 30A, 31A, 32A, 33A, 34A, 35A, 36A, of Arbor Springs Plantation, Phase A, as depicted on that certain final plat of Arbor Springs Plantation, Phase A, said plat being prepared by William E. High, Registered Land Surveyor, and being of record at Plat Book 60, Page 120-123, Office of the Clerk, Coweta County, Georgia Superior Court. Reference to said plat is hereby made for a more complete and accurate description of the property herein described.

ACKNOWLEDGEMENT

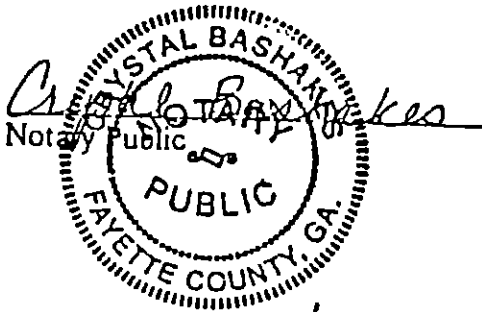
The undersigned, being the owner of one or more lots within Arbor Springs Plantation Subdivision, hereby consent to the Restatement of Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation attached hereto and does hereby acknowledge that any lot owned by the undersigned within Arbor Springs Plantation is hereby encumbered with the same.

This the 26 day of May, 1995.

John Matias Jr.
John Matias, Jr. (son)

Signed, sealed and delivered
in the presence of

[Signature]
Witness



MY COMMISSION EXPIRES 8/26/97

BOOK 941 PAGE 117

ACKNOWLEDGEMENT

The undersigned, being the owner of one or more lots within Arbor Springs Plantation Subdivision, hereby consent to the Restatement of Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation attached hereto and does hereby acknowledge that any lot owned by the undersigned within Arbor Springs Plantation is hereby encumbered with the same.

This the 16th day of May, 1995.

CHELSEA CONSTRUCTION COMPANY

By: [Signature]
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires:



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MY COMMISSION EXPIRES 8/26/97

A C K N O W L E D G E M E N T

The undersigned, being the owner of one or more lots within Arbor Springs Plantation Subdivision, hereby consent to the Restatement of Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation attached hereto and does hereby acknowledge that any lot owned by the undersigned within Arbor Springs Plantation is hereby encumbered with the same.

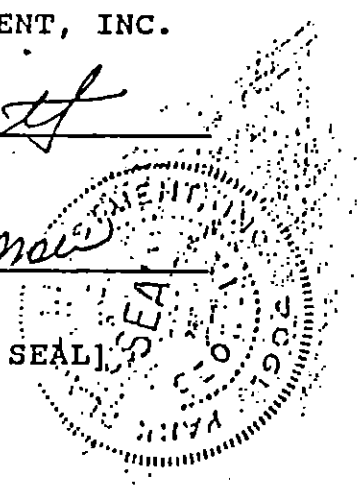
This the 19th day of May, 1995.

PARK PLACE INVESTMENT, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]



Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires:



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MY COMMISSION EXPIRES 8/26/97

BOOK 941 PAGE 119

A C K N O W L E D G E M E N T

The undersigned, being the owner of one or more lots within Arbor Springs Plantation Subdivision, hereby consent to the Restatement of Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation attached hereto and does hereby acknowledge that any lot owned by the undersigned within Arbor Springs Plantation is hereby encumbered with the same.

This the 17 day of May, 1995.

John C. Huddleston (SEAL)
John C. Huddleston, II

Signed, sealed and delivered in the presence of:

Nancy J. Huddleston
Witness

Crystal B. Ashkan
Notary Public

My Commission Expires:



MY COMMISSION EXPIRES 1/26/97

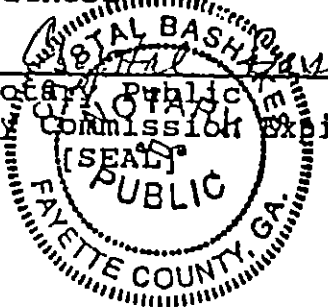
Nancy J. Huddleston (SEAL)
Nancy J. Huddleston

Signed, sealed and delivered in the presence of:

Carol S. Hall
Witness

Crystal B. Ashkan
Notary Public

My Commission Expires:



MY COMMISSION EXPIRES 1/26/97

BOOK 941 PAGE 120

A C K N O W L E D G E M E N T

The undersigned, being the owner of one or more lots within Arbor Springs Plantation Subdivision, hereby consent to the Restatement of Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation attached hereto and does hereby acknowledge that any lot owned by the undersigned within Arbor Springs Plantation is hereby encumbered with the same.

This the 11th day of May, 1995.

CONSTRUCTION SERVICES ASSOCIATES, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]

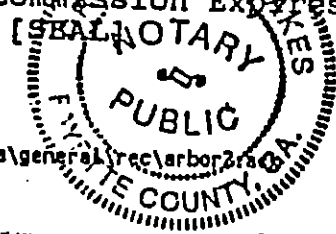


Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires:



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MY COMMISSION EXPIRES 8/26/97

ACKNOWLEDGEMENT

The undersigned, being the owner of one or more lots within Arbor Springs Plantation Subdivision, hereby consent to the Restatement of Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation attached hereto and does hereby acknowledge that any lot owned by the undersigned within Arbor Springs Plantation is hereby encumbered with the same.

This the 11th day of May, 1995.

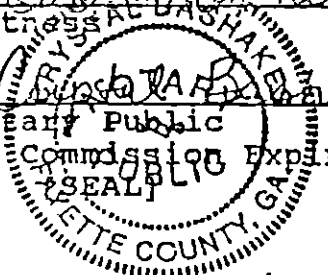
Phillip D. Winkles (SEAL)
Phillip D. Winkles

Signed, sealed and delivered in the presence of:

S. A. McPherson
Witness at ASHAKE

Crista B. Winkles
Notary Public

My Commission Expires:



MY COMMISSION EXPIRES 8/26/97

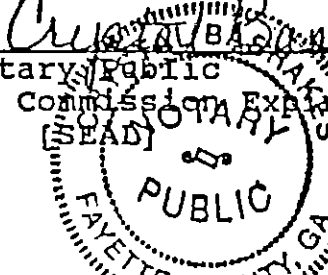
Rhonda B. Winkles (SEAL)
Rhonda B. Winkles

Signed, sealed and delivered in the presence of:

S. A. McPherson
Witness

Crista B. Winkles
Notary Public

My Commission Expires:



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MY COMMISSION EXPIRES 8/26/97

ACKNOWLEDGEMENT

The undersigned, being the owner of one or more lots within Arbor Springs Plantation Subdivision, hereby consent to the Restatement of Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation attached hereto and does hereby acknowledge that any lot owned by the undersigned within Arbor Springs Plantation is hereby encumbered with the same.

This the 17 day of May, 1995.

Patrick G. Gould (SEAL)
Patrick G. Gould

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires:
[SEAL]

MY COMMISSION EXPIRES 8/26/97

Lynn A. Gould (SEAL)
Lynn A. Gould

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires:
[SEAL]

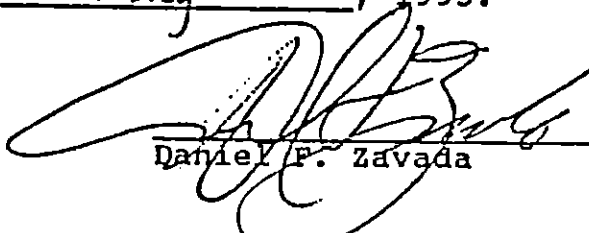
MY COMMISSION EXPIRES 8/26/97

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A C K N O W L E D G E M E N T

The undersigned, being the owner of one or more lots within Arbor Springs Plantation Subdivision, hereby consent to the Restatement of Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation attached hereto and does hereby acknowledge that any lot owned by the undersigned within Arbor Springs Plantation is hereby encumbered with the same.


This the 15th day of May, 1995.

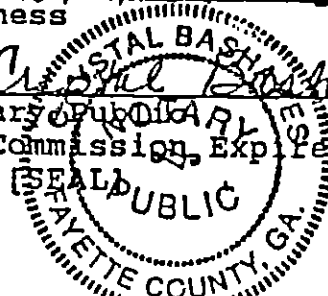


Daniel F. Zavada (SEAL)

Signed, sealed and delivered in the presence of:


Witness


Notary Public
My Commission Expires:



MY COMMISSION EXPIRES 8/26/97

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ACKNOWLEDGEMENT

The undersigned, being the owner of one or more lots within Arbor Springs Plantation Subdivision, hereby consent to the Restatement of Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation attached hereto and does hereby acknowledge that any lot owned by the undersigned within Arbor Springs Plantation is hereby encumbered with the same.

This the 17th day of May, 1995.

SOUTH METRO BUILDERS, INC.

By: Thelma B. Smith
President

Attest: Carol D. Smith
Secretary

[CORPORATE SEAL]



Signed, sealed and delivered in the presence of:

S. H. McPherson

Witness

Crystal B. Baskies

Notary Public
My Commission Expires:



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MY COMMISSION EXPIRES

THIS RESTRICTIVE COVENANT ("Covenant") is hereby made this 23 day of June, 1995, by the undersigned LANDWARD III, INC. ("Owner"), owner of a certain tract of real property in Coweta County, Georgia, said property being more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof (the "Property").

PREMISES

WHEREAS, Owner has applied for a permit or nationwide verification with the United States Army Corps of Engineers, Savannah District (the "Corps"), pursuant to Section 404 of the Clean Water Act, to seek authorization for development and for certain dredge and fill activities. In connection with such permit/verification in response to comments thereon by the Corps of Engineers ("Corps"), and as mitigation for the adverse impacts of the activities proposed to be permitted, Owner agrees to place certain restrictions upon the Property; and

WHEREAS, Owner is benefited by the above-referenced Permit and Conditions thereon and has received a Department of the Army Individual Permit (Permit No. 26);

NOW, THEREFORE, in consideration of the premises and the benefits obtained by Owner from the Permit and for other consideration, the receipt and adequacy of which are hereby acknowledged, Owner does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Property as set forth below, by establishment of this Covenant running with the Property:

1.

Owner hereby covenants that neither it nor its successors, assigns, agents, employees or servants, or any of them, shall in any way alter the soils or hydrology of the Property by action or actions taken within or without the boundaries of the Property other than what is allowed pursuant to the permit, mitigation plan

or maintenance plan. The intent of Owner in placing these restrictions upon the use of the Property is that the Property shall remain a wetland in perpetuity, for the purposes of conservation and the protection of public health and the environment. The actions encompassed as prohibited by this Covenant shall include but shall not be limited to the following: removal of beavers or beaver dams or otherwise interfering with beavers; clearing; earthmoving, grading, cultivation, burning, or filling; placement of refuse, wastes, sewage, other debris or any hazardous substances on the Property; draining, ditching, diking, dredging, channelizing, pumping, impounding and related activities; diverting or affecting the natural flow of surface or underground waters into, within, or out of the Property; grazing of domesticated animals; or raising of any structure on the Property, whether temporary or permanent, except that minimal structures for the observation of wildlife and wetlands ecology may be constructed with the prior approval of the Corps and EPA. Additionally, Owner hereby covenants that the buffer area as depicted on the survey referenced in the legal description on Exhibit "A" hereof shall be left in its natural state as required by the U.S. Army Corps of Engineers in Permit No. 26 issued by the U.S. Army Corps of Engineers.

2.

Owner, its successors and assigns, shall retain all other customary rights of ownership, including but not limited to the exclusive possession of the Property, the right to use the Property in any manner not prohibited by this Covenant and which would not defeat or diminish the purposes of this Covenant, and the right to transfer or assign interest in the Property, subject to the conditions of this Covenant. The restrictions and covenants contained in this Covenant constitute a perpetual servitude upon and run with the Property.

3.

In consideration of resolution of the Corps concerns with and comments on this Permit, and in consideration of the Corps'

acceptance of this Covenant as mitigation under the Permit, Owner hereby expressly grants to the Corps and to the Environmental Protection Agency ("EPA"), authority to enforce the provisions of this Covenant. Appropriate remedy for violation of this Covenant is contemplated by Owner to include but not necessarily to be limited to termination of the Permit, injunctive relief to restrain such violation of this Covenant, and restoration of the Property to wetland conditions. This authority to enforce granted to the Corps and EPA shall not preclude or diminish the rights of any other parties at law or equity to enforce the provisions of this Covenant.

4.

The U.S. Army Corps of Engineers, its contractors and agents are specifically granted a Right of Entry upon the Property described in Exhibit "A" for the purpose of inspecting the Property pursuant to the terms of this covenant, the permit and mitigation plan and for performing any remediation it deems necessary to accomplish the restoration and maintenance of the lands described in Exhibit "A", together with a right of access, ingress and egress upon reasonable notice to Owner, over existing roads, as they may exist from time to time, to obtain access to the lands described in Exhibit "A".

5.

The terms and conditions of this Covenant shall be both implicitly and explicitly included in any transfer, conveyance, or incumbrance of the property described in Exhibit "A" or any part thereof, and, any instrument of transfer, conveyance or incumbrance affecting all or any part of the Property described in Exhibit "A" shall set forth the terms and conditions of this document either by reference to this document or set forth in full text.

6.

This restrictive covenant shall not terminate if wetland delineation criteria pursuant to federal or state guidelines shall change the definition of "wetlands" in the future. Owner shall keep such real property described in the survey as a natural,


scenic, aesthetic, plant and wildlife habitat and the Property shall be maintained in its natural and wild state and shall remain restricted from any development or use other than as set forth above.

7.

This instrument of conveyance shall be recorded in the Office of the Clerk of the Superior Court of the county or counties where the Property is located. Furthermore, these Restrictive Covenants may be amended at anytime provided Landward III, Inc. and the U. S. Army Corps of Engineers consent to the same.

IN WITNESS WHEREOF, Owner, by its duly designative representative, has hereto set its hand and seal.

LANDWARD III INC

By: 
[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:


Witness

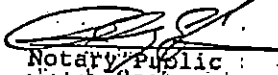
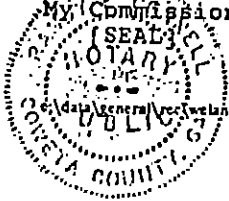

Notary Public
My Commission Expires:
 Notary Public, Coweta County, Georgia
My Commission Expires July 9, 1995
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EXHIBIT "A"

All that certain tract or parcel of land situate, lying and being in Land Lot 21 of the Sixth Land District of Coweta County, Georgia and being those areas designated as wetlands by the U.S. Army Corps of Engineers, and being more particularly described and shown as those "shaded areas" indicating wetlands on that certain final plat of survey for Arbor Springs Plantation, Phase A, said plat being prepared by William E. High, Registered Land Surveyor, of Landmark Surveying, Inc.; and being of record at Plat Book 60, Pages 120 - 123, Office of the Clerk, Coweta County, Georgia Superior Court. Reference to said plat is hereby made for a more complete and accurate description of the wetland areas constituting the property described on this Exhibit "A".

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot 28A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot. The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot, and any future conveyance of said Lot shall be made subject thereto.

This the 17th day of May, 1995.

John Matias, Jr. (SEAL)
John Matias, Jr.

Signed, sealed and delivered
in the presence of:

Cynthia Milard

Witness

[Signature]
Notary Public, State of GA
My Commission Expires:

Notary Public, Coweta County, Georgia
My Commission Expires July 9, 1995

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot(s) 34A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 8 day of _____, July _____, 1994.

CHELSEA CONSTRUCTION COMPANY

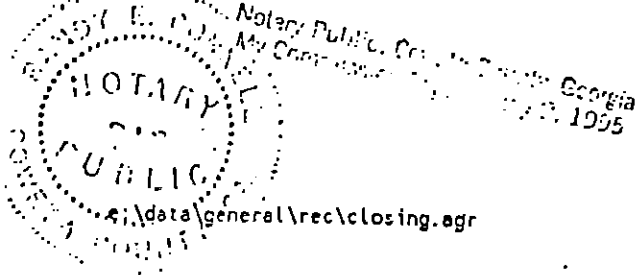
By: _____

(SEAL)

Signed, sealed and delivered in the presence of:

Susan Rook
Witness

Notary Public, State of GA
My Commission Expires:



BOOK 941 PAGE 132

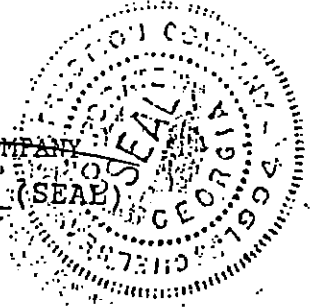
ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot(s) 28A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 16th day of February, 1994.5

CHELSEA CONSTRUCTION COMPANY

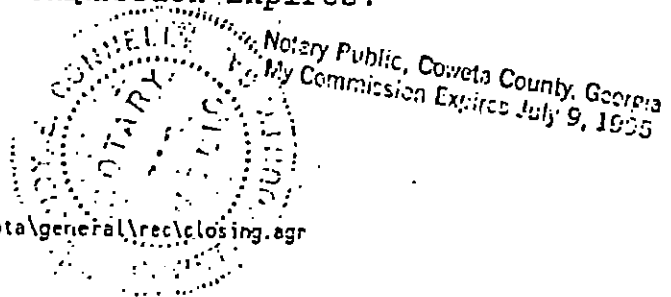
By: [Signature]
Pres.



Signed, sealed and delivered in the presence of:

[Signature]
Witness

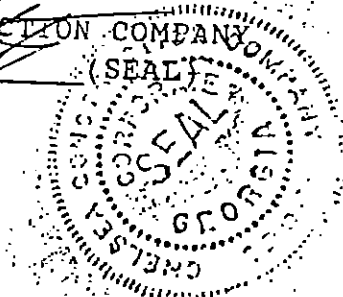
[Signature]
Notary Public, State of GA
My Commission Expires:



ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot(s) 6A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 30th day of _____ November _____, 1994.

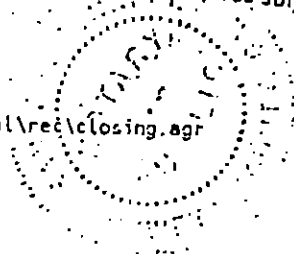
By: [Signature]
CHELSEA CONSTRUCTION COMPANY
President (SEAL)


Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public, State of GA
My Commission Expires:

Notary Public, Coweta County, Georgia
My Commission Expires July 9, 1995



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BOOK 941 PAGE 134

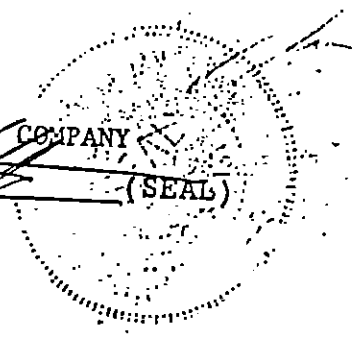
ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot(s) 9A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 8 day of _____, July _____, 1994.

CHELSEA CONSTRUCTION COMPANY

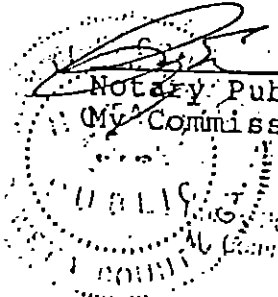
By: [Signature] (SEAL)



Signed, sealed and delivered in the presence of:

[Signature]
Witness

Notary Public, State of GA
My Commission Expires:



BOOK 941 PAGE 135

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot(s) 3A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

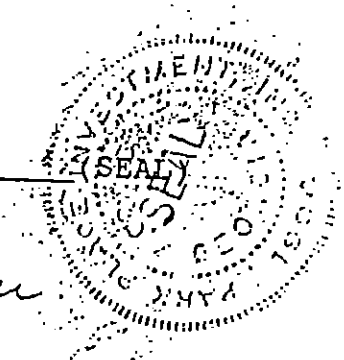
This the 13th day of June, 1994.

PARK PLACE INVESTMENT, INC.

By: Shepherd

President

Neil M. New, Sec

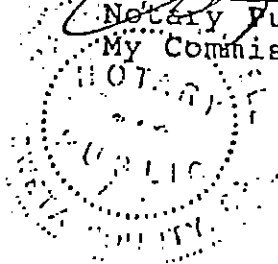


Signed, sealed and delivered in the presence of:

Lorraine Baggett
Witness

[Signature]
Notary Public, State of GA
My Commission Expires:

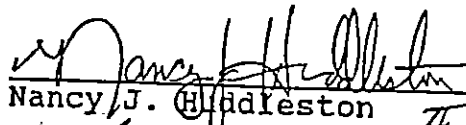
Notary Public, Coweta County, Georgia
My Commission Expires July 9, 1995

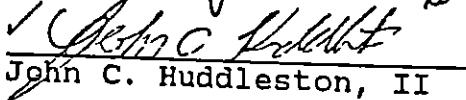


ACKNOWLEDGEMENT AND CONSENT

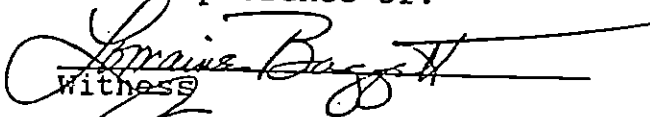
The undersigned hereby acknowledges that Lot 12A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Dick Morrow Enterprises, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to the said Lot. The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot, and any future conveyance of said Lot shall be made subject thereto.


This the 31st day of August, 1994.


Nancy J. Huddleston (SEAL)

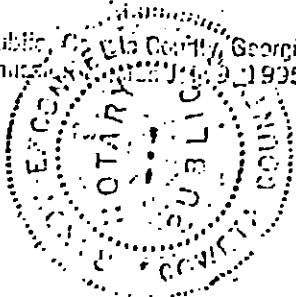

John C. Huddleston, II (SEAL)

Signed, sealed and delivered
in the presence of:


Witness


Notary Public
My Commission Expires:
[SEAL]

Notary Public, Chatham County, Georgia
My Commission Expires: JUL 9 1995



BOOK 941 PAGE 137

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot(s) 17A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 25th day of March, 1995.

CONSTRUCTION SERVICE ASSOCIATES, INC.
By: [Signature]
SEAL

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public, State of GA
My Commission Expires:

Notary Public, Coweta County, Georgia
My Commission Expires July 9, 1995


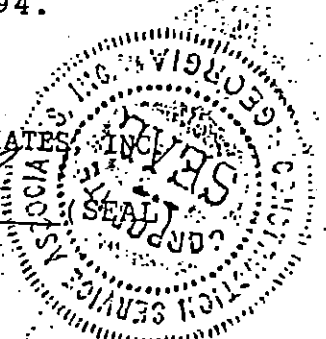
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BOOK 941 PAGE 138

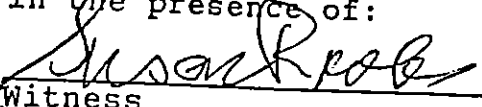
ACKNOWLEDGEMENT AND CONSENT


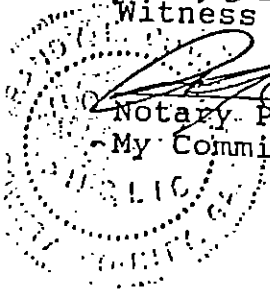
The undersigned hereby acknowledges that Lot(s) 14A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 27th day of September, 1994.

By:  CONSTRUCTION SERVICE ASSOCIATES, INC. 

Signed, sealed and delivered in the presence of:


Witness


Notary Public, State of GA
My Commission Expires:

Notary Public, Coweta County, Georgia
My Commission Expires July 9, 1995

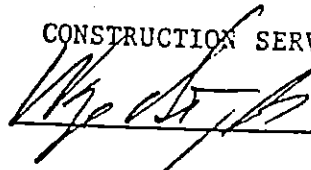
ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot(s) 8A, 13A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 25th day of March, 1994.

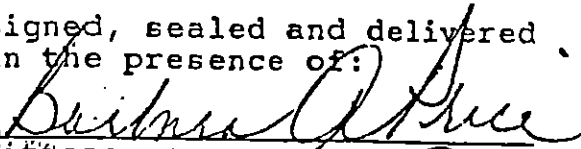
By:

CONSTRUCTION SERVICE ASSOCIATES, INC.

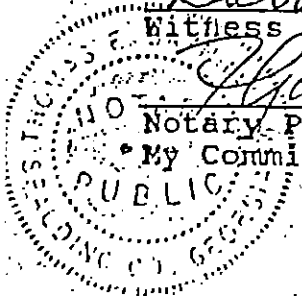


Signed, sealed and delivered in the presence of:

Witness



Notary Public, State of GA
My Commission Expires: 6-29-96



BOOK 941 PAGE 140

ACKNOWLEDGEMENT AND CONSENT

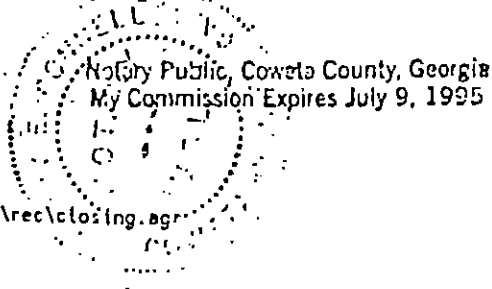
The undersigned hereby acknowledges that Lot(s) 16A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 24th day of March, 1994.

Signed, sealed and delivered
in the presence of:

Alison M. Smith
Witness

[Signature]
Notary Public, State of GA
My Commission Expires:

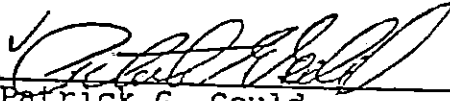


Phillip D. Winkles (SEAL)
Phillip D. Winkles
Rhonda B. Winkles (SEAL)
Rhonda B. Winkles

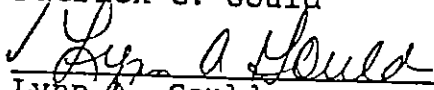
ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot 14A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Construction Service Associates, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to the said Lot. The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot, and any future conveyance of said Lot shall be made subject thereto.

This the 27th day of September, 1994.

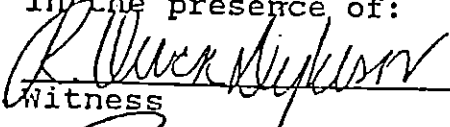


Patrick G. Gould (SEAL)




Lynn A. Gould (SEAL)

Signed, sealed and delivered
in the presence of:



Witness



Notary Public
My Commission Expires:
[SEAL]

Notary Public, Coweta County, Georgia
My Commission Expires July 9, 1995

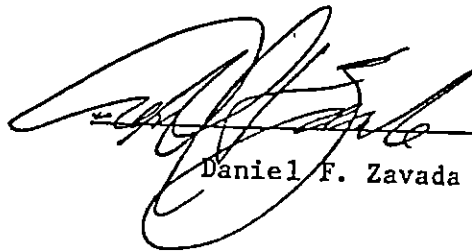
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BOOK 941 PAGE 142

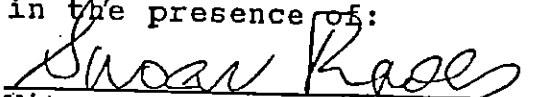
ACKNOWLEDGEMENT AND CONSENT


The undersigned hereby acknowledges that Lot(s) 20A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 29th day of March, 1994.

 (SEAL)
Daniel F. Zavada

Signed, sealed and delivered
in the presence of:


Witness


Notary Public, State of GA
My Commission Expires:

Notary Public, Coweta County, Georgia
My Commission Expires July 9, 1995

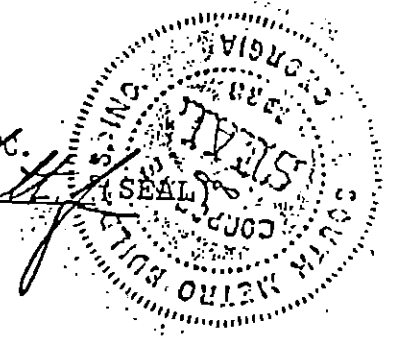
ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot(s) 10A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 19th day of May, 1994.

SOUTH METRO BUILDERS, INC.

By: [Signature]
President



Signed, sealed and delivered in the presence of:

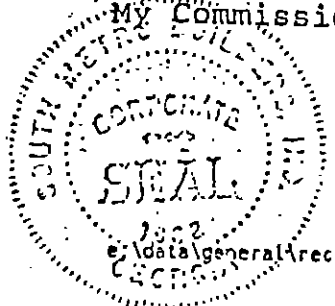
[Signature]

Witness

[Signature]
Notary Public, State of GA

My Commission Expires:

Notary Public, Coweta County, Georgia
My Commission Expires July 9, 1995



BOOK 941 PAGE 144

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot(s) 12A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 4th day of April, 1994.

DICK MORROW, ENTERPRISES, INC.

By: Dick Morrow

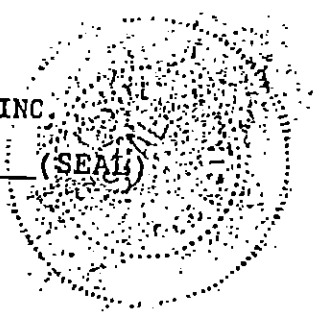
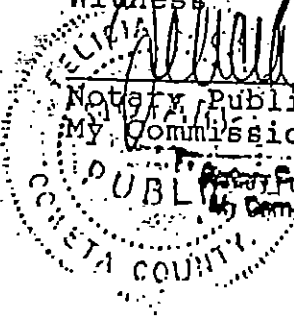
(SEAL)

Signed, sealed and delivered in the presence of:

Witness

Notary Public, State of GA
My Commission Expires:

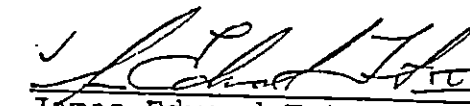
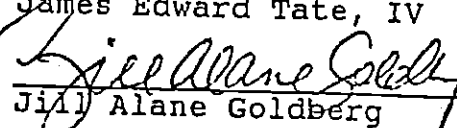
Notary Public, Coweta County, Georgia
My Commission Expires Oct. 2, 1994



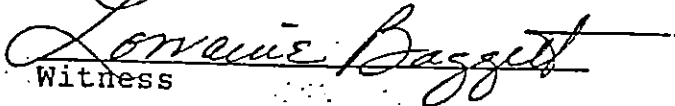
ACKNOWLEDGEMENT AND CONSENT


The undersigned hereby acknowledges that Lot 17A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Construction Service Associates, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot. The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot, and any future conveyance of said Lot shall be made subject thereto.

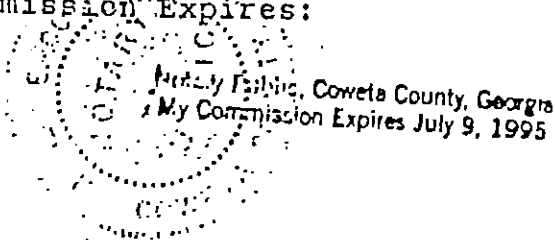
This the 24th day of March, 1995.


James Edward Tate, IV (SEAL)

Jill Alane Goldberg (SEAL)

Signed, sealed and delivered
in the presence of:


Witness


Notary Public, State of GA
My Commission Expires:



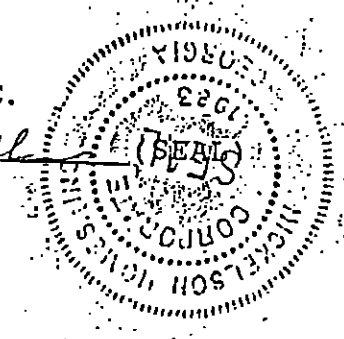
ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges that Lot(s) 30A of Arbor Springs Plantation, Phase A, was purchased by the undersigned from Landward III, Inc. subject to the Restrictive Covenants attached to this Acknowledgement. Although said Lot(s) was conveyed subject to said Restrictive Covenants, said Restrictive Covenants were not placed of record at the time of the recording of the deed transferring the title to said Lot(s). The undersigned hereby gives its consent and acknowledgement to the Restrictive Covenants attached hereto and does hereby acknowledge and agree that said Lot(s) was conveyed subject to said Restrictive Covenants. Said Restrictive Covenants shall and does hereby encumber said Lot(s), and any future conveyance of said Lot(s) shall be made subject thereto.

This the 17th day of June, 1994.

NICKELSON HOMES, INC.

By: Joseph C. Nickelson
President

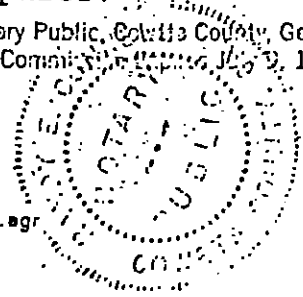


Signed, sealed and delivered in the presence of:

Lorraine Baggett
Witness

[Signature]
Notary Public, State of GA
My Commission Expires:

Notary Public, Colville County, Georgia
My Commission Expires: June 9, 1996



HUBBARD
GLOVER & DAVIS, P.A.
P.O. DRAWER 1833
NEWMAN, GA 30564

FILED IN OFFICE
SUPERIOR COURT OF
COWETA COUNTY, GEORGIA
97 SEP -3 PM 3:17
JOHN G. GRIFFIES, CLERK

THIRD AMENDMENT TO RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
ARBOR SPRINGS PLANTATION

This Amendment to the Restatement of Declaration of Covenants, Conditions, Restrictions, and Easements for Arbor Springs Plantation (hereinafter as from time to time amended, the "Declaration") is made effective as of this 28th day of August, 1997 by Landward III, Inc., a Georgia Corporation (hereinafter, "Landward").

WHEREAS, Landward made the Declaration and recorded the same among the records of the Office of the Clerk, Coweta County, Georgia Superior Court in Deed Book 941, Page 096; and

WHEREAS, Landward made a First Amendment to the Declaration and recorded same among records of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 992, Page 027; and

WHEREAS, Landward made a Second Amendment to the Declaration and recorded the same among the records of Clerk of the Superior Court of Coweta County, Georgia in Deed Book 1132, Page 0183; and

WHEREAS, Landward and the other Owners of Lots now encumbered by the Declaration now desire to further amend the Declaration in particulars as hereinafter set out; and

WHEREAS, Landward and the Owners of Lots now encumbered by the Declaration have approved such amendment in accordance with the requirements of Article IX, Section 7 thereof, such approval and consent being detailed in a certified copy of the "Minutes of the Meeting of the Members of the Arbor Springs Plantation Homeowners Association, Inc." held on July 26, 1997, a copy of which Minutes are attached hereto as Exhibit "A" and made a part hereof by reference.

NOW, THEREFORE, Landward as Developer, hereby declares effective immediately as of the date and time of filing for record hereof with the Clerk of the Superior Court of Coweta County, Georgia, the Declaration is modified and amended as follows:

The following shall be added as Section 6a under Article V of

COPY

BOOK 1161 PAGE 0151

said Declaration:

Section 6a. Rate of Assessment for Builders in Builder's Program. Notwithstanding anything in the Declaration to the contrary, the annual rate for builder owned lots will be one-third of the annual assessment rate of other lots. In exchange for the reduction in the annual rate for builder owned lots, builders owning such lots will not have the right to use Association Properties, Association amenities, and all other properties designated as "Association Accessibility".

IN WITNESS WHEREOF, the Developer has caused this Amendment to be duly executed under seal by and through its duly authorized officers this the day and year first above written.

LANDWARD III, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

Teresa L. Cates
Witness

Crystal Bushaker
NOTARY PUBLIC
My Commission Expires: 8/26/01
CRISTINA BUSHAKER
NOTARY PUBLIC
SHELBY COUNTY, GA.
My Commission Expires 8/26/01

COPY

Minutes of the Arbor Springs Plantation
Homeowners Association Meeting
Held on July 26, 1997

Quorum and Notice - It was acknowledged that all required notices for the meeting were delivered and that a quorum was present.

Proxy Statements received by: Stan Cole - Lots 16C, 17A, and 27C
Mr. and Mrs. Marx - Lot 18A
Jim and Melanie Monroe - Lot 8A

Committee sign out sheets - Bruce mentioned that volunteers are needed for the landscaping, amenities, newsletter and social committees.

Nature Trails - Dan Zavada asked for feedback from the homeowners on the installation of an approximate 20' to 30' hard surface (dark concrete or asphalt) walkway at the entrance of each trail off of the road right of way. He mentioned construction of the trails will begin this fall. He reminded homeowners that the trail will be placed on the easement already existing on their lots. There was minimal discussion and no objection to Dan's remarks.

Golf Course - the developer has received comments concerning the diminished construction of the golf course. Bruce commented that the golf course developer tried to complete 9 holes prior to the 1997 burning ban. Only eight holes were actually completed. This fall the golf course developer will return to complete the first 18 holes of the golf course. Proposed operation of the golf course will begin August, 1998.

- A homeowner requested that burning take place as far as possible from residences.
- A homeowner asked, when will the new golf course clubhouse be constructed? 6 to 12 months after the golf courses proposed date of operation.

Pool Parking - Bruce mentioned that homeowners and their guests should not park their car at the bottom of the hill near the pool. A No Parking sign will be placed in this area.

Architectural Control Committee - Bruce stated it will be made up of three individuals: Dan, Bruce, and a homeowner. The developer will select the homeowner who will serve on the committee.

All homeowners who wish to construct a fence, accessory structure, or an addition to their home must submit plans to the Architectural Control Committee for review and approval.

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Grounds Maintenance of Property - Bruce reminded homeowners that they are to maintain their yards from property line to property line. In the next thirty days, the developer will take steps to ensure homeowners maintain their property in accordance with Arbor Springs Plantation Covenants and Regulations. The developer intends to better maintain the right of way and entrance to the subdivision. Builders will be asked to maintain their lots during construction.

A homeowner asked, who should you notify if you have a complaint concerning the condition of a specific lot? A member of the Architectural Control Committee should be notified.

Action Item - Bruce submitted to the homeowners association a proposal to amend the C & R, Article V, Section 6 as follows:

Section 6a. Rate of Assessment for Builders in Builders Program. The annual rate for builder owned lots will be one-third the annual assessment rate in exchange for non use of Association owned properties, amenities, and the non use of properties designated as "Association Accessibility".

First motion to Amend the C & R, Article V, Section 6 was presented by Rhonda Winkles and seconded by Ollie. The Amendment was adopted by those holding in excess of seventy-five (75%) percent of the votes entitled to vote on the Amendment.

Usage of 1500 Acre Tract - the lease held by a hunting club on a portion of this tract has been canceled. The property will be posted with No Hunting signs in the next thirty days. Bruce stated that there will be no hunting or the use of motorized trail bikes on the property.

Amenities Areas - Residents have all been issued keys to the pool gate and bathrooms. If you lose your key and need a replacement, contact Christie. There is a \$3.00 charge for a replacement key.

Gated Community - the developer is investigating the possibility of making Arbor Springs Plantation a gated community. Bruce wants to know if there is any opposition to a gated community. Two homeowners opposed the idea.

Treasurers Report was given by Rhonda Winkles.

New Business and Discussion from Homeowners:

- Builders and their sub contractors should not use water and electricity from other properties without permission from the homeowner.
- Who will choose the homeowner seated on the Architectural Committee? Dan and Bruce.

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- When will the new 22 acre lake be constructed? Hopefully, construction will begin next year when the developer receives U.S. Army Corp of Engineers permits.
- When will the new entrance be constructed at the intersection of Hwy 154 and 297? Proposed start date is August, 1998. Note: Bruce urged residents to send letters of request to place a traffic light at the subject intersection to the Georgia Department of Transportation.
- Homeowners requested daily access to the lower level of the clubhouse for general use as an activities room. Bruce responded that the lower level of the clubhouse may be used by the homeowners for scheduled meetings and activities, and can not be left open for regular use unless reserved by a homeowner. As of this date, the developer has had problems with people who do not maintain the activity room and rest rooms. The developer does not employ an individual to serve in a maintenance capacity in the clubhouse. Reservations can be made for use of the clubhouse by calling Crystal. There will not be a charge for an individual reserving the lower level of the clubhouse for a couple of hours during the day. That individual will be responsible for the cleanup of the clubhouse by all who use it during that time frame. A small magnetic board will be placed on the refrigerator identifying the person who has the lower level of the clubhouse reserved.
- A newsletter/phone directory with the name, address, and phone number of all members of the Arbor Springs Homeowners Association will be sent to residents next week.
- The developer was asked to maintain the natural islands across from the tennis courts.

A motion was made and seconded to adjourn the meeting.

The undersigned hereby certifies this to be a true and correct copy of the foregoing minutes.

Crystal Bashakes

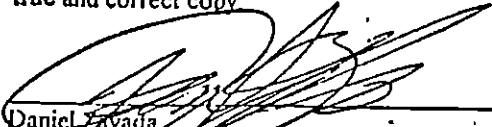
Crystal Bashakes
Secretary of Arbor Springs Plantation
Homeowners Association, Inc.
(Corporate Seal)

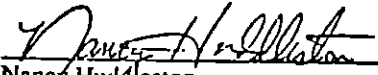


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BOOK 1161 PAGE 0155

The undersigned hereby consents to the above and further hereby certifies that same is a true and correct copy


Daniel Zavada
President of Arbor Springs Plantation
Homeowners Association, Inc.


Nancy Huddleston
Recording Secretary of Arbor Springs Plantation
Homeowners Association, Inc.

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Although this Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Springs Plantation only describes certain property in Exhibit "A", the following phases are also encumbered with the provisions of these Covenants and Restrictions.

<u>PHASE</u>	<u>BOOK</u>	<u>PAGE</u>
B	992	027-029
C	1132	0183-0185
D	1254	0415-0417
D2	1347	0017-0019
E	1543	0564-0566
F	1456	0387-0389
12G,13G	02294	551
G	2689	383-385
G2	2856	300-302
H1	2975	358-360
H2	3102	202-204

Although these Restrictive Covenants restrict the use of property described in Exhibit "A", the following phases are also encumbered with these restrictions:

<u>PHASE</u>	<u>BOOK</u>	<u>PAGE</u>
B	992	030-034
C	1132	0186-0190
D	1254	0410-0414
D2	1347	0020-0024
F	1456	0382-0386
G	2689	386-389
G2	2856	303-306
H1	2975	361-365
H2	3102	205-209