

Return Co: Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, 15th Floor,
Atlanta, Georgia 30309 (JLL)

Instructions to Clerk: Cross Reference to Deed
Books set forth below; Index each signatory in
grantor index; Index
Highland Pointe Recreation Association, Inc
in Grantor and Grantee Indexes

The Common Property (Exhibit "C") and all lots in the Highland Pointe Property
are located in Land Lots 101, 102, 115, 116, 117, 172, 173, 174, 188,
189 and 245 of the 16th District, 2nd Section

The Common Property and all lots in the Grove Property are located
in Land Lots 114 and 175 of the 16th District, 2nd Section

STATE OF GEORGIA

Cross Reference:

Deed Book 3370

Page 96

COUNTY OF COBB

Deed Book 4219

Page 452

Deed Book 4843

Page 333

Deed Book 6199

Page 225

DECLARATION OF PROTECTIVE COVENANTS
FOR HIGHLAND POINTE

THIS DECLARATION, is made this ____ day of _____, 1999,
by HIGHLAND POINTE RECREATION ASSOCIATION, INC., a Georgia
nonprofit corporation, ("Association") and HIGHLAND VANGUARD, LLC, a
Georgia limited liability company, ("Developer").

W I T N E S S E T H

WHEREAS, Cumberland Southern, Inc., a Georgia corporation, recorded
a Declaration of Covenants, Conditions, Restrictions and Easements for Highland
Pointe, Unit I on January 9, 1985, in Deed Book 3370, Page 96, et seq. ("First
Declaration") and a Declaration of Covenants, Conditions, Restrictions and

THIS DECLARATION SUBMITS THE HIGHLAND POINTE PROPERTY AND THE GROVE PROPERTY
TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A.
44-3-220, ET SEQ.

Easements for Highland Pointe Subdivision, Unit II on November 21, 1986 in Deed Book 4219, Page 452, et seq. ("Second Declaration"), being recorded in the Cobb County, Georgia land records; and

WHEREAS, Thompson Real Estate Development, Ltd., a Georgia limited partnership having Thompson Real Estate Investments, Inc., a Georgia corporation as its sole general partner, recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Highland Pointe Subdivision, Unit III on March II, 1988 in Deed Book 4843, Page 333, et seq. ("Third Declaration"), and a Declaration of Covenants, Conditions, Restrictions and Easements for Highland Pointe Subdivision, Unit IV on July 24, 1991 in Deed Book 6199, Page 225, et seq. ("Fourth Declaration"), being recorded in Cobb County, Georgia land Records (hereinafter the First, Second, Third and Fourth Declarations shall be collectively being referred to as the "Original Declaration"); and

WHEREAS, Lot Owners at Highland Pointe Subdivision in Cobb County, Georgia, who have executed this Declaration, are the Owners of that certain real property described in the signatory page(s) affixed hereto and as are listed on Exhibit "A" attached hereto and incorporated herein by reference and desire to subject the Highland Pointe Property (hereinafter defined) to the terms and provisions of this Declaration of Protective Covenants for Highland Pointe ("Declaration"), and to hereby subject the Highland Pointe Property to continuing permanent membership in the Association; and authorize and direct the Board of Directors to subject the Common Property, as described in Exhibit "C" as attached hereto and incorporated by this reference, to the terms and provisions of this Declaration; and

WHEREAS, the Lot Owners who have executed this Declaration do Hereby consent, on behalf of such Owner, Owner's successors, successors-in-title, heirs, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, as a Participating Member (hereinafter defined) of the Association, all of which shall run with the title to Owner's Lot and shall be binding upon all persons having any right, title, or interest in Owner's Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Each Owner understands and acknowledges that, by submitting Owner's Lot to Participating Membership (hereinafter defined) in the Association, each Owner is hereby subjecting Owner's Lot to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration. Each Owner does further consent to the submission of the Common Property to this Declaration; and

WHEREAS, the Developer is the owner of certain real property lying and being in Land Lots 114 and 175 of the 16th District, 2nd Section, Cobb County, Georgia, which real property is more particularly described in Exhibit "D" attached hereto and incorporated herein by this reference ("Grove Property"); and

9/2/1999

WHEREAS, Developer desires to provide for architectural and maintenance controls to preserve and enhance the property values in The Grove at Highland Pointe Subdivision (hereinafter defined) and the improvements thereon, and to this end desires to subject the real property described in Exhibit "D" to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each of which is and are for the benefit of the Grove Property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient Preservation of property values in The Grove at Highland Pointe Subdivision, LO delegate and assign the powers of maintaining certain portions of the Grove Property, administering and enforcing the covenants and restrictions contained herein and collecting and disbursing the assessments and charges hereinafter created to the Association; and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and membership in the Association on behalf of the Association;

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed this Declaration, hereby declare that ail of the Highland Pointe Property described herein and in Exhibit "A" and Exhibit "C" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Highland Pointe Property, and be binding on all parties having any right, title or interest in the Highland Pointe Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion of the Highland Pointe Property, his heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association; and the undersigned Developer hereby declares that ail of the real property described in Exhibit "D" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Grove Property, and be binding on all parties having any right, title or interest in the Grove Property or any part thereof, and shall, subject: to ail limitations herein provided, inure to the benefit of each Owner of any portion of the Grove Property, his heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association:

THIS DECLARATION SUBMITS THE HIGHLAND POINTE PROPERTY AND THE GROVE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. 44-3-220, ET SEQ.

9/2/1999

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are located in Land Lots 101, 102, 115, 116, 117, 172, 173, 174, 188,
189 and 245 of the 16th District, 2nd Section

The Common Property and all lots in the Grove Property are located
in Land Lots 114 and 175 of the 16th District, 2nd Section

DECLARATION OF PROTECTIVE COVENANTS

FOR HIGHLAND POINTE

Prepared by:

WEISSMAN, NOWACK, CURRY, & WILCO, P.C
Attorneys

15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309

DECLARATION OF PROTECTIVE COVENANTS
FOR HIGHLAND POINTE

1. NAME.

The name of the property is Highland Pointe and the Grove at Highland Pointe (hereinafter sometimes called "Highland Pointe" and the "Grove"), which property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982).

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration shall be defined as set forth below. All provisions of this Declaration shall be subject to a reasonableness standard.

(a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

(b) Architectural Control Committee or ACC means the committee established by the Board of Directors to exercise the architectural review powers set forth in Paragraph 7 hereof.

(c) Articles or Articles of Incorporation mean the Articles of Incorporation of Highland Pointe Recreation Association, Inc., filed with the Secretary of State of the State of Georgia, as amended.

(d) Association means Highland Pointe Recreation Association, Inc., Georgia nonprofit corporation, its successors or assigns.

(e) Association Legal Instruments means this Declaration and all exhibits thereto, including the Association's Bylaws, the Highland Pointe Plats and the Grove Plats, all as may be supplemented or amended.

(f) Board or Board of Directors means the elected body responsible for management and operation of the Association.

(g) Bylaws mean the Bylaws of Highland Pointe Recreation Association, Inc., attached to this Declaration as Exhibit "F" and incorporated herein by this reference.

(h) Common Property means all property now or hereafter

owned, maintained or operated by the Association for the common benefit of the Participating Members, including, but not limited to, the entry features, tennis courts, swimming pool, clubhouse, exercise room, lake, ponds, jogging trail, parking areas and facilities, shrubbery and landscaping associated with such areas.

(i) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property and otherwise for the benefit of Participating Member Lots.

9/2/1999

(j) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Highland Pointe Property and the Grove Property. Such standard may be more specifically determined by the Board and the ACC.

(k) Developer shall mean and refer to Highland Vanguard, LLC, a Georgia limited liability company, its successors and assigns.

(l) Eligible Mortgage Holder means a holder of a first mortgage secured by a Lot who has requested notice of certain items as set forth herein.

(m) Highland Pointe Additional Property means all Lots shown on the Highland Pointe Plats which have not submitted to the terms and provisions of this Declaration.

(n) Highland Pointe Plats means those plats for Highland Pointe Units I, II, III and IV as recorded in Plat Book 129, Page 33, Plat Book 160, Page 19, Plat Book 143, Page 59, and Plat Book 143, Page 61 of the Cobb County, Georgia land records.

(o) Highland Pointe Property means that real estate which is submitted to the Act and the provisions of this Declaration at the time of recording of this Declaration, being the Participating Member Lots as submitted to this Declaration, the Common Property as described in Exhibit "C" attached hereto and incorporated herein by reference, and any portion of the Highland Pointe Additional Property as later submitted. The Highland Pointe Property includes the Common Property. The Highland Pointe Property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, et seq. (Michie 1982), as may be amended.

(p) Highland Pointe Subdivision means all Lots shown on the Highland Pointe Plats.

(q) Homeowner Membership means a Participating, Permanent Membership in the Association wherein the Homeowner Member shall have the right to vote on all matters except those that pertain exclusively to the Highland Pointe pool and tennis facilities, weight room and sauna, and such member shall not be entitled to use or enjoy any of the Highland Pointe pool and tennis facilities, weight room or sauna. Homeowner Members shall be entitled to use the main level of the clubhouse.

(r) Homeowner/Recreation Membership means a Participating, Permanent Membership in the Association wherein the Homeowner/Recreation Member shall have the right to vote on any and all matters and shall have a right to use and enjoy any and all Highland Pointe recreational facilities. Homeowner/Recreation Members shall also be Homeowner Members.

(s) Lot means a portion of the Highland Pointe Property, the Grove Property, the Highland Pointe Additional Property or the Grove Additional Property intended for ownership and use as a single-family dwelling site as permitted in this Declaration and as shown on the Highland Pointe Plats, the Grove Plats, the plats for the Grove Additional Property, or amendments or supplements thereto, recorded in the Cobb County, Georgia land records.

(t) Majority means those eligible votes, Owners, or other group as the context, may indicate totaling more than fifty (50%) percent of the total eligible number.

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(u) Member means all Lot Owners in the Grove Property and any Lot Owner in the Highland Pointe Property whose Lot has been subjected to Participating Membership in the Association by execution hereof or by written consent recorded in the Cobb County, Georgia land records, as provided herein, and which Lot therefore is a portion of the Highland Pointe Property and, if any, Voluntary Members.

(v) Mortgage means to any mortgage, deed to secure debt, deed of trusts, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(w) Mortgagee or Mortgage Holder means the holder of any Mortgage.

(x) Occupant means any Person occupying all or any portion of a dwelling or other property located within the Highland Pointe Property or the Grove Property for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(y) Officer means an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

(z) Owner means the record title holder of a Lot within the Highland Pointe Subdivision or The Grove at Highland Pointe Subdivision, but shall, not include only a Mortgage Holder on the Lot.

(aa) Participating Member means all Lot Owners in the Grove Property and any Lot Owner in the Highland Pointe Property whose Lot has been subjected to Permanent Membership in the Association by signature hereto or by written consent recorded in the Cobb County, Georgia land records, as provided in Paragraph 4 hereof, and which Lot therefore is a portion of the Highland Pointe Property. A Participating Member shall be either a Homeowner Member or a Homeowner/Recreation Member.

(bb) Permanent Membership or Permanent Member means a membership in the Association which is permanent and mandatory and which cannot be separated from a Lot, but rather is appurtenant to and runs with title to a Lot. All Owners

of Lots in the Grove Property shall be Permanent Members in the Association. Owners of Lots in the Highland Pointe Property shall be Permanent Members in the Association by virtue of submission or by written consent, recorded in the Cobb County, Georgia land records as provided herein.

(cc) Person means any individual, corporation, firm, association partnership, trust, or other legal entity.

(dd) Grove Additional Property means and shall refer to the real property described on Exhibit "E" attached hereto and incorporated herein by this reference.

(ee) Grove Plats means those plats for the Grove at Highland Pointe recorded in Plat Book _____, Page _____ of the Cobb County, Georgia land records.

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(ff) Grove Property means that real estate which is submitted to the Act and to the provisions of this Declaration as described on Exhibit "D" attached hereto and incorporated herein by reference, the Common Property conveyed to the Association by the Developer as provided for herein, and any portion of the Grove Additional Property later submitted. The Grove Property is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, et seq. (Michie 1982), as may be amended.

(gg) The Grove at Highland Pointe Subdivision means all Lots shown on the Grove Plats.

(hh) Voluntary Member means an Owner of a Lot in the Highland Pointe Subdivision whose Lot has not been subjected to Participating Membership in the Association by signature hereto or by written consent recorded in the Cobb county, Georgia land records.

3. LOCATION, PROPERTY DESCRIPTION, AND PLATS.

The Highland Pointe Property subject to this Declaration and the Act is located in Land Lots 101, 102, 115, 116, 117, 172, 173, 174, 188, 189 and 245 of the 16th District, 2nd Section of Cobb County, Georgia, being more particularly described in the signatory portion of this Declaration and in Exhibits "A" and "C" attached to this Declaration, which exhibits are specifically incorporated herein by this reference. The plats of survey relating to the Highland Pointe Property have been filed in Plat Book 129, Page 33, Plat Book 160, Page 19, Plat Book 143, Page 59 and Plat Book 143, Page 61 of the Cobb County, Georgia records ("Highland Pointe Plats"). The Highland Pointe Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

The Grove Property subject to this Declaration and the Act is located in Land Lots 114 and 175 of the 16th District, 2nd Section of Cobb County, Georgia, being more particularly described in Exhibit "D" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. The plats of survey relating to the Grove Property have been filed in Plat Book _____, Page _____ of the Cobb County, Georgia land records

("Grove Plats"). The Grove Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

Only the real property described in this Paragraph 3 is subject to this Declaration. However, by one or more Supplementary Declarations, the Developer and the Association have the right, but not the obligation, to subject other real property to this Declaration, in accordance with Paragraph 11.

4 . ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Effective Date. This Declaration shall not be effective, until and unless: (a) this Declaration and the signature pages of Owners attached hereto have been recorded in the Cobb County, Georgia land records and (b) the Association, acting by and through its Board of Directors has determined, in its discretion, to record this Declaration and the Exhibits thereto, such determination being conclusively illustrated by execution of this Declaration by two Association officers. Submission of portions of the Highland Pointe Additional Property, through the use of a Consent Form, may be accomplished by the recording at: such form at any time and from time to time subsequent to the

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recording of this Declaration, subject to the terms of this Declaration, provided, the Board shall have the discretion to accept such additional Consent Forms on such terms and form as they determine in their discretion (including the payment of an initiation fee) and such Consent Forms shall be valid only if executed by at Least one officer of the Association and recorded by the Association. Submission of all or portions of the Grove Additional Property shall be accomplished by the recording of one or more Supplementary Declarations, executed by the Developer and the Association, as provided in paragraph II of this Declaration.

(b) Membership. Each Person who is the record Owner of a fee or undivided fee interest in any Lot in the Highland Pointe Property, and whose Lot is submitted to Homeowner Membership or Homeowner/Recreation Membership in the Association by execution hereof or by a Consent Form (as set forth above) recorded in the Cobb County, Georgia land records, shall be a Participating Member of the Association and shall be entitled to vote as set forth herein and in the Bylaws of the Association. Each and every Person who is the record owner of a fee or undivided interest in any Lot in the Grove Property shall be automatically subject to Homeowner/Recreation Membership and shall be a Participating Member in the Association and shall be entitled to vote as set forth herein and in the Bylaws of the Association. Participating Membership shall be appurtenant to and may not be separated from ownership of any such Participating Member Lot.

A Homeowner Member shall be entitled to vote on all matters except those that pertain exclusively to the Common Property swim and tennis facilities, weight room, sauna and clubhouse. Homeowner Members shall not have any right to use or enjoy any of the Common Property swim and tennis facilities, weight room, sauna and clubhouse.

A Homeowner/Recreation Member shall be entitled to vote on any and all matters and shall have a right to use and enjoy any and all Common Property.

Homeowner/Recreation Members shall also be Homeowner Members and shall be responsible for payment of Homeowner Member assessments as provided herein and in the Bylaws of the Association.

Occupants of Participating Member Lots have all privileges to use the Common Property of the Association and shall be subject to all restrictions governing the Highland Pointe Property, the Grove Property and the Common Property. Except as specifically provided in the Bylaws regarding rights of spouses of Participating Members to vote and hold office. Occupants who are not Participating Members shall not have the right to vote or hold office.

Yearly use passes for the Association's Common Property recreational facilities shall be offered by the Board, on a voluntary basis, to potential Voluntary Members. The Board may establish varying levels of Voluntary Membership which include: (1) Voluntary Homeowner Members and (2) Voluntary Homeowner/Recreation Members. Voluntary Membership shall be contingent upon payment of dues established by the Board, compliance with the Declaration, Bylaws and rules and regulations of the Association and such other terms as determined by the Board.

The definition of Participating Member is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a

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Participating Member Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Any rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Participating Member or the Participating Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Participating Member Lot owned.

An Owner or Occupant of a Lot that is not a Homeowner/Recreation Member Lot shall not use any portion of the Common Property pool and tennis facilities, weight room and sauna, except by invitation of the Board of Directors.

(c) Voting. Participating Members shall be entitled to one (1) equal vote for each Participating Member Lot owned. When more than one (1) Person holds an ownership interest in a Lot subject to Participating Membership, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Participating Member Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it. Homeowner/Recreation Members shall be entitled to vote on any and all matters. Homeowner Members shall be entitled to vote on all matters except those that pertain exclusively to the Common Property swim and tennis facilities, weight room, sauna and clubhouse. Except as specifically provided otherwise herein. Voluntary Members (which includes Voluntary Homeowner Members and Voluntary Homeowner/Recreation Members) shall not be entitled to vote.

5 . ASSOCIATION RIGHTS AND RESTRICTIONS .

The Association, acting through its Board of Directors, shall have the

right and authority, in addition to and not in limitation of all other rights it may have:

(a) to make and to enforce reasonable rules and regulations governing the use of the Highland Pointe Property and the Grove Property, including the Participating Member Lots and the Common Property;

(b) to enforce use restrictions, other Declaration and Bylaws provisions, and rules and regulations concerning the Highland Pointe Property, the Grove Property and the Common Property and to enforce the covenants for Highland Pointe as shown on the Highland Pointe Plats and as listed in the Original Declaration (in case of any conflict between this Declaration and the Original Declaration and the Highland Pointe Plats, the stricter provision shall control) by imposing reasonable monetary fines, by using self-help (including the right to tow) and suspending use and voting privileges and services paid for as a Common Expense, as provided herein and in Section 44-3-223 of the Act and by any other legal or equitable means. As to all Homeowner Members and Homeowner/Recreation Members and their respective Lots in the Highland Pointe Property, the Association shall be deemed substituted for "Developer" in Articles I through VI of the Original Declaration. Except as set forth in this subparagraph (b), this Declaration shall be in addition to and shall not be limited by the Original Declaration and Highland Pointe Plats. These powers, however, shall not limit any other legal means of enforcing the use restrictions or Association rules and regulations by either the Association or, in an appropriate case, by an aggrieved owner. Any fines imposed shall be considered an assessment against the Participating Member Lot;

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(c) to control, manage, operate, maintain, replace and, in the Board's discretion, improve all portions of the Common Property for which the Association is assigned maintenance responsibility under this Declaration;

(d) to determine, in its sole discretion, the terms of use of the Common Property by Voluntary Members;

(e) to grant permits, licenses, utility easements, and other easements, permits, public rights-of-way or licenses necessary for the proper maintenance or operation of the Common Property under, through, or over the Common Property, as may be reasonably necessary to or desirable for the ongoing development and operation of the Common Property;

(f) to deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with the provisions of this Declaration;

(g) to represent the Participating Members in dealing with governmental entities including the Common Property;

(h) to acquire, hold and dispose of tangible and intangible personal property and real property; and

(i) to close permanently or temporarily any portion of the Common Property (excluding any Common Property the use of which is reasonably necessary for access to or from a Lot, and any portion of the Common Property over, on, upon or which the Developer has an easement) with thirty (30) days prior notice to all Participating Members and Voluntary Members, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the

closing explaining the reason for the closing. Notwithstanding the above, the Participating Members and Voluntary Members may re-open closed Common Property by a majority vote, cast at a duly called special or annual meeting.

6. USE RESTRICTIONS.

Each Owner of a Participating Member Lot shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. Furthermore, each Participating Member and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established.

(a) Residential Uses. Each Participating Member Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Participating Member Lot, except that the Participating Member or Occupant residing in a dwelling on a Participating Member Lot may conduct such ancillary business activities within the dwelling so long as:

- (A) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;
- (B) the business activity does not involve visitation of the dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;

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- (C) the business activity is legal and conforms to all applicable zoning requirements;
- (D) the business activity does not increase traffic in the Highland Pointe Property or the Grove Property in excess of what would normally be expected for residential dwellings in the Highland Pointe Property or the Grove Property without business activity (other than a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
- (E) the business activity is consistent with the residential character of the Highland Pointe Property and the Grove Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Highland Pointe Property or the Grove Property, as determined in Board's discretion; and
- (F) the business activity does not result in a materially greater use of the Common Property or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such

activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

(b) Pets. No Participating Member or Occupant of a Participating Member Lot may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Highland Pointe Property or the Grove Property, as determined in the Board's discretion.

No Participating Member or Occupant of a Participating Member Lot May keep, breed or maintain any pet in any commercial kennel on any portion of the Highland Pointe Property or the Grove Property. Feces left upon the Common Property by dogs must be removed by the owner of the dog or the person responsible for the dog. Any structure for the care, housing or confinement of any animal shall be placed, installed, constructed and maintained only in the rear yard of a Participating Member Lot.

Any pet owned by a Participating Member or any Occupant of a Participating Member Lot which endangers the health of any Owner or Occupant or which creates a nuisance or unreasonable disturbance, as may be defined by the ordinances and laws of Cobb County, must be permanently removed from the Highland Pointe Property or the Grove Property upon seven (7) days' written notice by the Board. If the Participating Member or Occupant fails to comply with such notice, the Board may remove the pet. Any pet owned by a Participating Member or any Occupant of a Participating Member Lot which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any Owner or Occupant may be removed by the Board without prior notice to the pet's owner.

(c) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on an part of the Highland Pointe Property or the Grove Property, except within a

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dwelling. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a dwelling.

(d) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Participating Member Lot and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Property, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection in accordance with Cobb County regulations. All garbage cans and woodpiles shall be screened by adequate foliage or fencing from view by adjoining Lots and adjacent streets.

(e) Subdivision of Lots and Outbuildings. No Participating Member Lot may be subdivided into a smaller Lot and no structure of a temporary character, trailer, tent, shack, shed, carport, garage, barn or other outbuilding shall be erected or used by any Participating Member or Occupant of a Participating Member Lot on any portion of the Highland Pointe Property or the Grove Property, at any time, either temporarily or permanently.

(f) Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Property is prohibited; provided, however, that the display of lawful firearms on the Common Property is permitted for the

limited purpose of transporting the firearms across the Common Property to or from the Participating Member's Lot. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

(g) Prohibition of Damage, Nuisance and Noise. Noxious, destructive or offensive activity shall not be carried on upon the Highland Pointe Property or the Grove Property. No Owner or Occupant of a Participating Member Lot may use or allow the use of the Participating Member's Lot or any portion of the Highland Pointe Property or the Grove Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb any other Owners or Occupants, or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights. No Owner or Occupant of a Participating Member Lot may use or allow the use of the Participating Member Lot or the Common Property in any manner which creates disturbing noises between the hours of 11:00 p.m. and 7:30 a.m. that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of the other Owners or Occupants.

(h) Parking. Except as provided herein, boats, boat trailers, trailers, campers, camper trailers, trucks with camper tops (which does not include trucks with caps), house trailers, mobile homes, buses, trucks and vans (excluding mini-vans and sport utility vehicles used as passenger vehicles), recreational, vehicles (RV's and motor homes) and vehicles used primarily for commercial purposes are also prohibited from being parked on a Participating Member Lot or the Common Property, except: (1) in garages; (2) in areas on a Participating Member Lot screened from view from all streets and adjacent properties for a period of not more than seven (7) consecutive days; or (3) in the case of service vehicles, on a temporary basis during daytime business hours for the purpose of serving a Participating Member Lot.

If any vehicle is parked on any portion of a Participating Member Lot: Or the Common Property in violation of this Declaration or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and slating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Highland Pointe Property and the Grove Property slating the name and telephone number of the person or entity which will do the towing. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane on the Common Property, or otherwise creates a hazardous condition on the Common Property, no notice shall be required and the vehicle may be towed immediately.

If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer, director, committee member, or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and

not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect use other available sanctions, rather than exercise its authority to tow.

(i) Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Highland Pointe Property or the Grove Property without the prior written consent of the Board or its designee, except that one professional security sign not to exceed four (4") inches by four (4") inches in size may be displayed from within a dwelling on a Participating Member Lot and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed three (3') feet by three (3') feet in size may be displayed on d Participating Member Lot being offered for sale or for lease. Immediately following the closing of the sale or the signing of a lease, the "For Sale" or "For Rent" sign must be removed from the Participating Member Lot. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Participating Member Lots announcing births, birthdays, election campaign signage or other events for limited periods of time.

(j) Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Board. Any such Participating Member (s) who reserves a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury

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resulting from such use unless such damage or Injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

(k) Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of a Participating Member Lot or the Common Property; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners and Occupants of Participating Member Lots:

(i) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained on any Participating Member Lot or the Common Property.

(ii) Transmission antennas, and DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service

antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

In the event of a transfer of a Participating Member Lot which includes A satellite dish or antenna, the Grantee shall assume ail responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

(1) Recreational Equipment. All recreational and playground equipment shall be placed, installed, constructed and maintained only in the rear yard of a Member Lot and in the event the rear yard of a Member Lot is adjacent to a street, the Owner of such Member Lot shall provide adequate screening of such equipment by foliage or fencing approved by the ACC.

(m) Mailboxes. All residences on Participating Member Lots shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the ACC or Board, if any. No mailboxes may be installed, placed, posted or erected without the prior written approval of the ACC.

7. ARCHITECTURAL CONTROLS

(a) Architectural Standards. Except as otherwise provided herein, no Owner or Occupant of a Participating Member Lot may, without first obtaining the written approval of the Architectural Control Committee ("ACC"):

- i) make any encroachment onto the Common Property,
- ii) construct any improvement on a Participating Member Lot,
- iii) make any exterior change, alteration or construction on a Participating Member Lot (including, but not limited to, re-grading, significant; landscaping modifications, fences, driveways or mailboxes), or
- iv) add or remove any structure to or from a Participating Member Lot.

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or the design standards which may be adopted by the Board or ACC, (4) harmony with the external design of the existing buildings, Lots and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board or ACC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Board or ACC may reasonably require. The Board, ACC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans. The Board or the ACC may publish written architectural standards for exterior and Common

Property alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Lots and the location in relation to surrounding structures and topography of the vicinity.

The ACC or the Board, subject to this subparagraph (a), may allow such encroachments on the Common Property as it deems acceptable.

If the Board, ACC or its designated representative fails to approve or to disapprove such application within forty-five (45) days after the application and such information as the Board or ACC may reasonably shall have been submitted and received, its approval will not be required and this subparagraph (a) will be deemed complied with; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construe or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

(b) Appeal of ACC decisions. If the ACC's membership consists only persons other than Board members, then if the request is denied by the ACC, the person making the request may appeal the decision of the ACC to the Board. Such appeal shall be made in the same manner as the original application to the ACC and the time frames and all other provisions set forth herein in regard to a decision by the ACC shall be applicable to the Board.

(c) Architectural Control Committee. The Architectural Control Committee shall constitute a standing committee of the Association. The ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. The Board may, by resolution, delegate to the Developer ACC authority for the initial development and new construction of dwellings on the Grove Property. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Participating Member for which plans and specifications have been submitted for approval. The Owner of any such Participating Member Lot shall be responsible for paying the full costs of each review, whether or not submitted plans and specifications are approved by the Board or ACC, and the Board or ACC may require payment of all such costs prior to approval of plans and specifications. The Board or ACC also may charge reasonable fees to cover the cost of review or inspection performed hereunder, and any such fees shall be published in the design standards.

(d) Limitation of Liability Review and approval of any application pursuant to this Paragraph may be made on any basis, including solely the basis of aesthetic considerations, and no one on the Association's Board, the ACC or any other officer, director or committee member shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, or member of any of the foregoing or any other committee member shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction or modifications to any Participating Member Lot.

(e) No Waiver of Future Approvals. Each Participating Member acknowledges that the members of the Board and the ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the ACC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(f) Enforcement. Any construction, alteration, or other work done in violation of this Paragraph, the Declaration, the Bylaws or the design standards shall be deemed to be nonconforming. Within fifteen (15) days of a written request from the Board, Participating Members shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should a Participating Member fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the Participating Member Lot, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorney's fees, may be assessed against the Participating Member Lot.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions or those of the ACC. Furthermore, the Board shall have the authority to record in the Cobb County land records notices of violation of the provisions of this Paragraph.

(g) Commencement of Construction. All improvements approved by the Board or the ACC hereunder must be commenced within one year from the date of approval. If not commenced within one year from the date of such approval, then such approval shall, be deemed revoked by the Board or ACC, unless the Board or ACC gives a written extension for commencing the work. Additionally, except with written Board or ACC approval otherwise, and except for delay caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Board or ACC hereunder shall be completed within 90 days of commencement.

(h) Fees. The Board or ACC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to this Paragraph. The fee shall be established from time to time by

the Board or ACC and shall be due and payable in the same manner as a specific assessment.

(i) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THIS PARAGRAPH 7 SHALL NOT APPLY TO IMPROVEMENTS OR MODIFICATIONS ON THE HIGHLAND POINTS PROPERTY EXISTING ON THE EFFECTIVE DATE OF THIS DECLARATION.

8. ASSESSMENTS.

(a) General. The Association shall have the power to levy assessments or dues against all Participating and Voluntary Members as provided herein and in the Bylaws. The assessments for Common Expenses provided for herein shall be used for the general purposes of maintaining, repairing, replacing, insuring, managing, operating and, in the Board's sole discretion, improving the Common Property, otherwise operating the Highland Pointe Property and the Grove Property, enforcing this Declaration, and other covenants upon the Highland Pointe Property and the Grove Property, paying for utility services serving the Common Property, maintaining a reserve fund for future Common Property maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Participating Members and Occupants of Participating Member Lots, as may be more specifically authorized from time to time by the Board. Except as otherwise provided herein, all Lots in one category of Participating Membership are hereby allocated equal liability for Common Expenses as all other Lots in the same category, which need not be equal to that of the Lots in a different category of Participating Membership or of the Voluntary Members.

(b) Participating Members: Creation of the Lien and Personal Obligation For Assessments. Each Owner of a Participating Member Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments (dues) or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Participating Member Lot which are established pursuant to the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on such Participating Member Lot and shall be a continuing lien upon the Participating Member Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Participating Member and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include acceleration of any unpaid portion of any annual or special assessment for delinquent Participating Members upon ten (10) days written notice. If the Board authorizes payment of the annual assessment in installments, the Board may levy an additional charge on each installment, such amount not to exceed five percent (5%) of the amount of the installment payment.

The lien provided for herein shall have priority as set forth in the Act. The sale or transfer of any Participating Member Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments as to payments coming due prior to such sale or transfer. No sale or transfer shall relieve such Participating Member Lot from liability for any assessments thereafter

coming due or from the lien thereof. No Participating Member may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

(c) Delinquent Assessments. All assessments and related charges

not paid on or before the due date established by the Board shall be delinquent, and the Participating or Voluntary Member shall be in default.

(i) If the annual assessments or any part or installment thereof is not paid in full within thirty (30) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Participating or Voluntary Member, and interest at the highest rate permitted under the Act (or the highest rate otherwise permitted under Georgia law for Voluntary Members) shall accrue from the due date.

(ii) For Participating Members, the Association, acting through the Board, may suspend the Participating Member's right to use the Common Property if the amounts remain unpaid for more than thirty (30) days, and institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and the Act, if the amounts remain unpaid for more than sixty (60) days.

(iii) For Voluntary Members, if assessments or other charges, or any part thereof, due from such Voluntary Member remain unpaid more than thirty (30) days, the Association may revoke and/or suspend such Voluntary Member's membership in the Association upon ten (10) days written notice.

(iv) If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorneys fees, as applicable, and then, in order, to late charges, interest, delinquent assessments, and current assessments.

(d) Computation of Operating Budget and Assessment. Commencing for the 2001-2002 fiscal year of the Association, the annual assessment charged to Homeowner Members, Homeowner/Recreation Members and the various classes of Voluntary Members shall not exceed ten (10%) percent of the previous year's assessment for each respective level, class or tier of membership.

(i) Homeowner Member Assessment. Except as set forth in this subparagraph (i), the annual assessment shall be established pursuant to a general budget created and adopted by the Board, covering the estimated costs of maintaining and operating the Common Property and otherwise operating the Highland Pointe Property and the Grove Property, subject to this Declaration, during the next fiscal year for which a general budget has not been adopted. The general budget shall not include any amounts to cover anticipated Common Expenses of operating, maintaining, repairing, improving or managing any portion of the Common Property pool and tennis facilities, weight room, sauna and clubhouse. The general budget shall include amounts to cover anticipated Common Expenses of operating, maintaining, repairing, improving and managing all other portions of the Common Property, including insurance, legal, accounting and other professional fees, landscaping costs, and a reserve or capital contribution related to maintenance, repair, improvement and operation of the Common Property, except for the pool and tennis facilities, weight room, sauna and clubhouse. The general budget also shall reflect anticipated income to be received from Voluntary Members, and the Homeowner Member assessment shall be determined from the general budget prepared by the Board.

be levied against each Homeowner Member Lot to be delivered to each Homeowner Member at least twenty-one (21) days prior to the Association's annual meeting or a specially called meeting. Homeowner/Recreation Members also shall be Homeowner Members and shall be responsible for the payment of Homeowner Member assessments. The general budget and the assessment shall become effective unless disapproved at such meeting by a vote of a majority of the Participating Members; provided, however, if a quorum is not obtained at such meeting, the general budget shall become effective even though a vote to disapprove the general budget could not be called at this meeting.

Notwithstanding the above, however, if a majority of the Participating Members disapproves the proposed general budget or the Board fails for any reason to determine the general budget for the succeeding year, then, until a general budget is determined as provided herein, the general budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new general budget at any time during the year by causing the proposed general budget and assessment to be delivered to the Participating Members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the Participating Members, as provided in the Bylaws for special meetings, the new general budget and assessment shall take effect without a meeting of the Participating Members.

(ii) Homeowner/Recreation Member Assessment. The annual assessment shall be established pursuant to a recreation budget created and adopted by the Board, covering the estimated costs of maintaining and operating the pool and tennis facilities, weight room, sauna and clubhouse during the next fiscal year for which a recreation budget has not been adopted. The recreation budget shall include amounts to cover anticipated Common Expenses of operating, maintaining, repairing, improving and managing the Common Property pool and tennis facilities, weight room, sauna and clubhouse and a reserve or capital contribution related to maintenance, repair, improvement and operation of said facilities. The recreation budget shall reflect anticipated income to be received from Voluntary Members, and the Homeowner/Recreation Member assessment shall be determined from the recreation budget prepared by the Board.

The Board shall cause the recreation budget and notice of the assessments to be levied against each Homeowner/Recreation Member Lot to be delivered to each Homeowner/Recreation Member at least twenty-one (21) days prior to the Association's annual meeting or a specially called meeting. The recreation budget and the assessment shall become effective unless disapproved at such meeting by a vote of a majority of the total Homeowner/Recreation Members; provided, however, if a quorum is not obtained at such meeting, the recreation budget shall become effective even though a vote to disapprove the recreation budget could not be called at this meeting.

Notwithstanding the above, however, if a majority of the Homeowner/Recreation Members disapproves the proposed recreation budget or the Board fails for any reason to determine the recreation budget for the succeeding year, then, until a recreation budget is determined as provided herein, the recreation budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new recreation budget at any time during the year by causing the proposed recreation budget and assessment to be delivered to the Homeowner/Recreation Members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is

requested by the Homeowner/Recreation Members, as provided in the Bylaws for special meetings, the new recreation budget and assessment shall take effect without a meeting of the Homeowner/Recreation Members.

(iii) Voluntary Member Assessment. The Board also shall establish the annual assessment chargeable to Voluntary Members, which shall contribute to the Common Expenses of the Association. Voluntary Members may include the following categories: (1) Voluntary Homeowner Member and (2) Voluntary Homeowner/Recreation Member. The Board shall cause the budget and notice of the assessments to be levied against each Voluntary Member for the following year to be delivered to each Voluntary Member as provided above. Each Voluntary Member shall be personally liable for all assessments, as well as for any Common Expenses occasioned by the conduct of such Voluntary Member or such Voluntary Member's guests or invitees.

(e) Initiation Fee. After the date upon which this Declaration is recorded in the Cobb County, Georgia land records, the Board, in its sole discretion, may require a non-refundable initiation fee from Owners of Lots in the Highland Pointe Property in order to become a Participating Member, not to exceed Three Thousand and no/100 Dollars (\$3,000.00). Except to recognize different classifications of new Participating Members, the Board shall endeavor to establish initiation fees which are equal among new Participating Members. Notwithstanding anything to the contrary herein, the Board shall have the right to establish a lower initiation fee: (1) for Owners who purchase a Lot in the Highland Pointe Property after the date upon which this Declaration is recorded in the Cobb County, Georgia land records, if, within ninety (90) days of such purchase, such Owners execute a Consent Form and thereby become Participating Members of the Association, and (2) during Board established open enrollment periods, subject to such restrictions as the Board may require.

(f) Special Assessments. In addition to the annual assessment provided for above, the Board may at any time levy a special assessment for any purpose against all Participating Members, notice of which shall be sent to all Participating Members; provided, however, prior to becoming effective, any special assessment first shall be approved by the affirmative vote of at least two-thirds (2/3) of eligible Participating Members entitled to vote thereon who are present or represented by proxy at a duly called meeting, notice of which shall specify that purpose, or by ballot specifying that purpose.

(g) Capital Budget and Reserve Contribution. As part of the annual general budget and recreation budget and assessments, the Board may fix and establish an annual reserve or capital contribution, in an amount sufficient to permit meeting the projected capital and future needs of the Association,

(h) Statement of Account. Any Participating Member, Mortgage holder, or a Person having executed a contract for the purchase of a Participating Member Lot, or a lender considering a loan to be secured by a Participating Member Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Participating Member Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, or such higher amount as authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified

therein.

(i) Specific Assessments. In the sole discretion of the Board, any Association Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Participating Member Lots or by the licensees or invitees of any such Participating Member Lot(s), including but not limited to reasonable attorneys fees actually incurred by the Association, may be specially assessed against such Participating Member Lot(s). Failure of the Board to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

9. MAINTENANCE.

(a) Association's Responsibility. The Association shall maintain and keep in good repair all Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement subject to any insurance then in effect, of all landscaping, grass areas, paving and other improvements situated on the Common Property. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Participating Members. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association if the Board determines that such maintenance would benefit the Highland Pointe Property or the Grove Property. The Association shall not be liable to any Participating Member, or any Participating Member's Occupant, tenant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Declaration where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(b) Participating Members' Responsibility. Each Owner or Occupant of a Participating Member Lot shall maintain and keep his or her Participating Member Lot and dwelling in good repair, condition and order. In addition, each such Owner and Occupant of a Participating Member Lot shall maintain any public right of way located between the Participating Member's Lot and the curb of the street (s) bordering such Participating Member Lot. Such maintenance shall be performed consistent with this Declaration and the, Community-Wide Standard established pursuant hereto. Each Owner or Occupant of a Participating Member Lot shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other such Owners or Occupants.

(c) Failure to Maintain. If the Board determines that any Owner or Occupant of a Participating Member Lot has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give such person written notice of his or her failure or

refusal and of the Association's right to provide necessary maintenance, repair, or replacement, at the cost and expense of the Owner or Occupant of the Participating Member Lot. The notice shall set forth with reasonable

particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner or Occupant of a Participating Member Lot shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner or Occupant of a Participating Member Lot has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the expense of the Owner or Occupant of the Participating Member Lot, and such costs shall be an assessment against the Owner of such Participating Member Lot and a lien against the Participating Member Lot.

If the Board determines that the need for maintenance or repair within the Common Property is caused through the willful or negligent act of any Owner or Occupant of a Participating Member or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner of such Participating Member Lot, which shall become a lien against the Participating Member Lot and shall be collected -as provided herein for the collection of assessments.

(d) Maintenance Standards and Interpretation. The maintenance standards, the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

10. GENERAL PROVISIONS.

(a) Security. The Association and the Developer may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Highland Pointe Property or the Grove Property; however, each Participating Member, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that neither the Association nor the Developer is a provider of security and neither the Association nor the Developer shall have a duty to provide security on the Highland Pointe Property or the Grove Property. It shall be the responsibility of each Owner and/or Occupant to protect his or her person and property and all responsibility to provide security shall lie solely with each Owner and/or Occupant. Neither the Association nor the Developer shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) Submission of Common Property. The Common Property of the Association shall be deemed submitted to this Declaration pursuant to execution of this Declaration by the Association.

(c) Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including, without limitation, reasonable attorney's fees actually incurred, by any officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the

then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee member shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members may also be Participating Members of the Association), and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

(d) No Discrimination. No action shall be taken by the Association or the Board of Directors which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

(e) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

11. UNILATERAL ANNEXATION BY DEVELOPER AND THE ASSOCIATION

The Developer, with the consent of the Association's Board of Directors, shall have the right, privilege, and option from time to time at any time until twenty-five (25) years after the recording of this Declaration to subject all or any portion of any real property described on Exhibit "E" ("Grove Additional Property") attached hereto, to the provisions of this Declaration and the jurisdiction of the Association by filing and recording in the Cobb County, Georgia land records a Supplementary Declaration describing the property being annexed. Any annexation shall be effective only upon the recording of a Supplementary Declaration executed by the Developer and the Association, unless a different effective date is provided in the Supplementary Declaration. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of then Owners are not adversely affected, the Association may unilaterally amend this Declaration to reflect the different character of any annexed real property.

The rights reserved to the Developer and the Association to subject all or any portion of the Grove Additional Property to this Declaration shall not impose any obligation upon the Developer or the Association to subject any of such Grove Additional Property to this Declaration or to the jurisdiction of the Association.

The Developer and the Association reserve the right to amend this Declaration, at any time, so long as the Developer holds an unexpired option to annex real property pursuant to this paragraph, for the purpose of removing certain portions of the Grove Property then owned by the Developer from the

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provisions of this Declaration, to the extent said property was originally included in error or as a result of any changes in the plans desired to be effected by the Developer. Any such amendment must be executed by the Developer and the Association.

12. EASEMENTS AND DEVELOPER PROVISIONS FOR THE GROVE PROPERTY

(a) Easements for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under, and through the Grove Property for so long as Developer owns any Lot in the Grove Property primarily for the purpose of sale:

(i) 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 on the Grove Property;

(ii) For the construction of improvements in the Grove Property;

(iii) For the installation, construction and maintenance of storm-water drains, public and private sewers, path systems providing access to the ponds located in the Grove Property, and other public or quasi public utility factors in the Grove Property;

(iv) For maintenance and use of any sales offices, model homes and parking spaces in connection with its efforts to market Lots; and

(v) For the maintenance or such other facilities, equipment and signs as may be reasonably required for the completion, improvement, sale or development of Lots in the Grove Property.

(b) Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under ail property within the Grove Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Grove Property which are the Association's maintenance obligation or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association may have installed to serve the Grove Property. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related, to the providing of any such utility or service. Should any party furnishing any such utility or

service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

(c) Easements for Entry. The Association shall have an easement to enter onto any Participating Member Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Property, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency

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situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Participating Member Lot to cure any condition which may increase the possibility of a fire or other hazard in the event that the Owner or Occupant of such Participating Member Lot fails or refuses to cure the condition upon request by the Board. For the purposes of this section, a water or other utility leak, fire, strong foul odor or sounds indicating that a person or animal might be injured or sick and require immediate medical attention shall be considered emergencies justifying immediate entry onto a Participating Member Lot. No one exercising the rights granted in this subparagraph shall be liable for trespass, damages or in any other manner or by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter onto a Lot shall exist.

(d) Easements for Owners. Except as may be set forth in this Declaration, every Participating Member of the Association shall have a right and easement of use and enjoyment in and to the Common Property, including without limitation, the right of pedestrian and vehicular access, ingress and egress over those portions of the Common Property and the Grove Property from time to time designated for such purposes and the right of use and enjoy the Common Property recreational facilities, which right and easement shall be appurtenant to and shall pass with the title to every Participating Member Lot, subject to the restrictions set forth in Paragraph 4(b) of this Declaration and all of the rights of the Association set forth in the Bylaws and in this Declaration

(e) Title to Common Property. Upon request, from the Board, the Developer shall convey to the Association, at no expense to the Association, the real and personal property on the Grove Property, if any, for the common use and enjoyment of the Participating Members of the Association. It is hereby acknowledged that two retention ponds may be included in such property to be conveyed to the Association. Developer warrants that the two retention ponds are constructed in a good, workmanlike manner, free from defects, and are safe and fully functional. Developer shall ensure that, prior to conveyance, the retention ponds shall be dredged or silt shall be otherwise removed.

13. AMENDMENTS .

Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be

necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Participating Members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Cobb County, Georgia land records.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Participating Member Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of

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any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HDD") and the Veterans Administration ("VA"). Furthermore, the Developer, with the consent of the Association, may annex all or portions of the Grove Additional Property by the filing of a Supplementary Declaration in accordance with Paragraph II.

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time. The preambles to this Declaration are incorporated herein by this reference.

14. INSURANCE.

(a) The Association's Board or its duly authorized agent shall have the authority to and, if reasonably available, shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its Participating Members for all damage or injury caused by the negligence of the Association or any of its Participating Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

(c) Premiums for all insurance obtained by the Association shall

be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the benefit of the Association and its Participating Members.

(e) The Board, in its reasonable discretion, also may maintain as a Common Expense a fidelity bond or similar coverage on directors, officers, committee members, employees or other Persons handling or responsible for the Association's funds, in an amount determined in the Board's business judgment.

15. REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless eighty (80%) percent of the Participating Members vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, Eligible Mortgage Holders on a Participating Member Lot shall be entitled to written notice of the damage.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures thereon to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Participating Members without the necessity of a vote of the Participating Members or compliance with Paragraph 8(f) above. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building codes.

(d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Participating Members on account of such casualty shall constitute a construction fund which shall be disbursed in payment

of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

16. ENFORCEMENT

(a) Authority and Enforcement. Participating Member Lots and the Common Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Participating Member Lots and the Common Property; provided, copies of all such rules and regulations shall be furnished to all Participating Members and Occupants of Participating Member Lots and, a applicable, Voluntary Members. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the Participating Member at an annual or special meeting.

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Every Owner or Occupant of a Participating Member's Lot, and, as applicable, Voluntary Members, shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Lot Owners, to take action to enforce the terms of this Declaration, the Original Declaration, the Bylaws or the rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Participating Member Lot, and to suspend a Participating Member's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Participating Member Lot. If any Occupant of a Participating Member Lot violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Owner of such Participating member Lot and/or such Occupant, subject to Section (b) below. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(b) Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (i) below. However, compliance with this Section (b) shall not be required for the following: (i) late charges on delinquent assessments, or (ii) suspension of voting rights if a Participating Member is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator

of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result, in loss of the right to challenge and request reconsideration of the fines.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the

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towing of vehicles that are in violation of parking rules and regulations or performing maintenance on any Participating Member Lot upon a failure by the Participating Member or Occupant of such a Participating Member's Lot to do so) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section (b) above. In any such action, to the maximum extent permissible, the Owner or Occupant of the Participating Member Lot responsible for the violation for which abatement is sought shall pay all costs, including costs of security and reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter a Participating Member Lot or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. Entry onto a Participating Member Lot for this purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including costs of security and reasonable attorney's fees actually incurred, shall be assessed against the violating Participating Member. Additionally, the Association shall have the authority to record in the Cobb County land records a notice of violation identifying an uncured violation of the Declaration, Bylaws or rules and regulations regarding the Participating Member Lot.

17. SEVERABILITY .

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision's), which shall

remain in full force and effect.

18. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Highland Pointe Property and the Grove Property perpetually to the extent provided in the Act.

19. PREPARER.

This Declaration was prepared by Jamie Platt Lyons and Johnna L. Lopez, Weissman, Nowack, Curry & Wilco, P.C., 1349 West Peachtree Street, 15th Floor, Atlanta, Georgia 30309.

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IN WITNESS WHEREOF, the Board of Directors and undersigned Owners of Lots as set forth below have approved recording of this Declaration of Protective Covenants for Highland Pointe and the signature pages to follow:

HIGHLAND POINTE RECREATION ASSOCIATION, INC.

By: Its President

Attest: Its Secretary

[CORPORATE SEAL]

Signed, sealed, and delivered this
____ day of _____, _____

Witness

Notary Public
My Commission Expires:_____

[NOTARY SEAL]

HIGHLAND VANGUARD, LLC

By: _____[SEAL]

Title:_____

[CORPORATE SEAL]

Signed, sealed, and delivered this
____ day of _____, _____

Witness

Notary Public
My Commission Expires:_____

[NOTARY SEAL]

Draft Transcription