

DECLARATIONS OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR:
LOCHINVER
UNITS THREE AND FOUR

00 FEB 16 PM 3: 53

James P. Caldwell CLERK

00-007906
913-2

BOOK 1820 PAGE 141

Return To:
Lochinver Development,
889 Commerce Dr.
Suite A
Conyers, GA. 30094
STATE OF GEORGIA
COUNTY OF ROCKDALE

THIS DECLARATION ("this Declaration") is made on the date hereinafter set forth by LOCHINVER DEVELOPMENT PARTNERSHIP, a Georgia general partnership composed of Gerald Sheppard and A & D Partnership, a Georgia general partnership whose sole general partners are Alton Housworth, Jr. and DSH Enterprises, Inc., a Georgia corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Land Lots 210, 211, 238 and 239 of the 11th District of Rockdale County, Georgia, which property is more particularly described in Exhibit "A" attached hereto and made a part of this Declaration; and,

WHEREAS, the Declarant intends to develop on lands including the real property described above a single-family residential development to be known as "Lochinver" (hereinafter referred to as the "Development"); and

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns.

ARTICLE I

DEFINITIONS

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

1.01 Additional Property. "Additional Property" means the additional property which may be added to the Property and made subject to this Declaration pursuant to Article VII hereof.

1.02 Architectural Control Committee. "Architectural Control Committee" (the "ACC") shall mean and refer to the committee which Declarant may, in its sole and exclusive discretion, establish pursuant to the provisions of Article II hereof.

1.03 Builder. "Builder" means any person, firm, corporation, partnership, or other entity which has purchased a Lot from Declarant for the purpose of erecting a Structure thereon.

1.04 Declarant. "Declarant" means Lochinver Development Partnership, a Georgia general partnership composed of Gerald Sheppard and A & D Partnership, a Georgia general partnership whose sole general partners are Alton Housworth, Jr. and DSH Enterprises, Inc., a Georgia corporation, and its successors and assigns, including, but not limited to, any person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, which acquires all or substantially all of the Development then owned by Declarant (or subsequent successors in interest), together with its rights hereunder, by conveyance or assignment from Declarant, or judicial or non-judicial foreclosure, for the purpose of development and/or construction on the Property.

1.05 Lot. "Lot" means any numbered parcel of land shown upon that certain plat of survey prepared by Patrick & Associates, Inc., dated September 28, 1993, and recorded in Plat Book "Y", Page 200, Rockdale County, Georgia Records, or as similarly shown on supplemental surveys of such tract or such additional tracts as may be added to the Property from time to time, as provided herein.

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

1.07 Property. "Property" means that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

1.08 Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.09 Structure. "Structure" means:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer), dock, deck, seawall, bulkhead, or any other temporary or permanent improvement to such Lot;

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

(c) any change in the grade any any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 1.09 applies to such change.

ARTICLE II

ARCHITECTURAL CONTROL

2.01 Architectural Control. Until all the Lots in the Development have been fully developed, permanent improvements constructed thereon and sold to permanent residents, no Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor have been approved in writing by the Declarant. Such plans and specifications shall be in form and shall contain such information as may be reasonably required by the Declarant.

2.02 Architectural Control Committee; Creation and Composition. The Declarant may, in its sole and exclusive discretion, delegate the authority vested in Declarant pursuant to Section 2.01 hereof, and elsewhere in this Article II and in Article III, to an Architectural Control Committee (the "ACC") consisting of three (3) individuals to be appointed by the Declarant. In the event that, hereafter, there shall be created a non-profit civic organization for the sole purpose of promoting the common good and general welfare of the Owners, Declarant may, but shall not be obligated to, delegate such authority to such organization.

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

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

2.05 Operations of the ACC.

(a) Meetings. The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by Builders and Owners. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

(i) The ACC shall adopt and promulgate the Design Standards described in Section 2.06 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations, or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

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

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

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

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

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

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

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

2.07 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including where applicable, and without being limited to:

(a) a drawing showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;

(b) a foundation plan;

(c) a floor plan;

(d) the exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures shall appear after all back-filling and landscaping are completed;

(e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures;

(f) plans for landscaping and grading; and,

(g) plans for grubbing and disposal of waste material.

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

2.09 Disapproval of Drawings, Plans and Specifications. The ACC

shall have the right to disapprove any drawings, plans and specifications submitted pursuant to this Declaration for any of the following reasons:

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

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

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

2.10 Obligation to Act. The ACC shall take action on any drawings, plans and specifications submitted as herein provided within ten (10) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the drawings, plans and specifications and shall be returned to the applicant. Failure by ACC to take action within ten (10) days of receipt of drawings, plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

2.11 Inspection Rights. Any member of the ACC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the ACC, nor any such member shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

2.12 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the ACC shall have such rights and remedies as are available under Article V hereof.

2.13 Certification of Compliance.

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

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts herein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article.

provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warranty to any one the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation other than those of the ACC.

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

2.15 Liability for Defects. Neither the Declarant nor the ACC shall be liable for any defects in any drawings, plans and specifications which it approves.

2.16 Non-Existence of ACC. Notwithstanding any contrary provision contained in this Article II, or elsewhere in this Declaration, in the event that the Declarant shall elect not to appoint the ACC, or if the same shall cease to exist or function, then (i) all of the rights and obligations with respect to architectural control of the Development, including, without limitation, the right to adopt, promulgate, amend, revoke and enforce the Design Standards, shall vest (or re-vest, as the case may be) in the Declarant, and (ii) all references herein to the "Architectural Control Committee" or to the "ACC" shall mean and refer to the Declarant.

ARTICLE III

GENERAL COVENANTS AND RESTRICTIONS

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

3.02 Restriction of Use. Lots may be used for single-family residences only and for no other purpose provided that (i) Declarant or a Builder may operate a Sales Office and/or Model Home on a Lot or Lots designated by Declarant, and (ii) Declarant may utilize any one or more Lots, or portions thereof, for amenity areas or for dedicated public roads, subject to applicable governmental regulations.

3.03 Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Declarant of drawings, plans and specifications for such split, division or subdivision.

3.04 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Declarant or ACC of drawings, plans and specifications for the prevention and control of such erosion or siltation. The Declarant or ACC may, as a condition or approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 3.05. Requirements for the prevention and control of erosion and siltation may be included in the Design Standards.

3.05 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the Declarant or the ACC of drawings, plans and specifications for the landscaping to accompany such construction or alteration. Requirements for the landscaping to accompany the construction or alteration of any Structure shall be included in the Design Standards.

3.06 Trees. No living tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed

from any Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 3.05 hereof. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards.

3.07 Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot. No Builder or sub-contractor shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot.

3.08 Signs. No signs whatsoever shall be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except those which comply in all respects with the applicable sign ordinances or other sign regulations then in effect in Rockdale County, Georgia.

3.09 Setbacks. Each dwelling which is erected on a Lot shall be situated on such Lot in accordance with the building and setback line shown on the recorded plat, and in no event shall any dwelling be erected upon any Lot in a manner which violates such building and setback lines. For purposes of this requirement all porches, patios, decks, shutters, awnings, eaves, gutters and other such overhangs will not be considered in violation thereof, even though such structure shall extend beyond said building and setback lines if approved by the Declarant or ACC.

3.10 Fences. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Declarant or ACC of drawings, plans and specifications for such fences and walls. Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards.

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

3.12 Antennae. No exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of a Structure or Lot without prior written approval of the Declarant or the ACC. No antennae shall be installed or used for the purpose of transmitting electronic signals.

3.13 Clotheslines, Garbage Cans, Etc. No clotheslines shall be permitted. All equipment, garbage cans, and woodpiles shall be kept in garage or screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets.

3.14 Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If in the opinion of the Declarant or the ACC, any owner shall fail to perform the duties imposed by this Section, the Declarant or the ACC shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Declarant or the ACC shall have the rights and remedies set forth in Article V hereof.

3.15 Recreational Vehicles and Trailers. No house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot except if parked on the side or rear yard; or in the garage of, the residence located on the Lot.

3.16 Commercial Vehicles. No commercial vehicles shall be parked or stored on any Lot, or in the street adjacent thereto.

3.17 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the Declarant or the ACC.

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

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

3.20 Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot.

(b) No person shall burn rubbish, garbage, or any other form of solid waste on any Lot.

(c) Except for building materials employed during the course of construction of any Structure approved by the Declarant or the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner so as to prevent their view by the public or other Lot owners.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times, such containers shall be screened, enclosed or otherwise stored in a manner so as to prevent their view by the public or other Lot owners.

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

3.22 Minimum Square Footage. Exclusive of garages, porches or similar areas, a residence to be constructed on a Lot shall have the following minimum heated floor areas:

- (a) One-story - 2,000 square feet;
- (b) One and one-half story - 2,400 square feet, with a minimum of 1,600 square feet on the first level; and,
- (c) Two-story - 2,400 square feet, with a minimum of 1,200 square feet on the first level.

3.23 Completion of Construction. Construction of any Structure on a Lot shall be completed within six (6) months after commencement of construction; provided, however, that such period shall be extended, if necessary, to account for any delay in completion caused by adverse weather conditions or other causes not within the control of the Builder or Owner.

3.24 Roofing Material; Roof Pitch. Roofing material shall be as provided for in the Design Standards. Roofs shall have a minimum pitch of 8/12.

3.25 Concrete Block. No portion of any Structure shall be composed of concrete block.

3.26 Guest Houses and Detached Garages. Guest houses and detached garages shall be permitted so long as (i) they meet the requirements of the Planning and Zoning ordinances of Rockdale County, Georgia, and (ii) the drawings, plans and specifications therefor have been approved by the Declarant or the ACC.

ARTICLE IVEASEMENTS, ZONING AND OTHER RESTRICTIONS4.01 Easements.

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

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) slope control purposes, including the right to grade and plant slopes and to prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature;

(v) the erection, installation, construction and maintenance of fences, walls, monuments, signs, etc. along streets in, around and along and at entrances to the Development, and the right to landscape such areas, plant, re-plant and prune hedges, shrubbery, bushes, trees, flowers, grass and plants of any nature; and

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

4.02 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

4.03 Entry. The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Article. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 4.01.

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

ARTICLE VENFORCEMENT

5.01 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the ACC, to the extent authorized pursuant to Article II and Article III hereof, and (iii) each Owner, his legal representatives, heirs, successors and assigns. Further, those current owners of lots, identified on Exhibit 'C' hereto and incorporated and made a part hereof by reference, hereby join in this declaration, which by their execution do hereby acknowledge, accept and shall be bound in the entirety to the terms, conditions and restrictions herein.

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

5.03 No Waiver. The failure of the Declarant, the ACC, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any covenant, condition or restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE VI

DURATION AND AMENDMENT

6.01 Duration and Perpetuities.

(a) The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits to twenty (20) years, the period during which covenants restricting lands to certain uses may run, any provision of these Covenants affected thereby shall run with and bind the land for a period of twenty (20) years from the date these Covenants are filed for record in the Office of the Clerk of the Superior Court of Rockdale County, Georgia, after which time such provision shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an instrument, signed by at least seventy-five (75%) percent of the then Owners of record and the holders of first mortgages on their Lots has been recorded in the Office of the Clerk of said Court, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Covenants may be extended and renewed as provided in this section.

(b) If any of the covenants, conditions, restrictions, easements or other provisions of these Covenants shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Her Majesty Queen Elizabeth II, the Queen of England.

6.02 Amendment. These Covenants may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to these Covenants, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to these Covenants, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private mortgage insurance company to insure mortgage loans on the Lots subject to these Covenants; provided any such amendment shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing. These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if the Declarant is the owner of any real property subject to these Restrictions; and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by Declarant. No amendment to the provisions of these Covenants shall alter, modify, change or rescind any right, title, interest or privilege herein

granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Rockdale County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these Covenants may be amended as provided in this Section.

ARTICLE VII

ANNEXATION

7.01 Submission of Additional Property. Declarant shall have the option and right from time to time, without the necessity of consent by the Owners, but subject to Section 7.02 of this Article, to submit all or portions of the Additional Property to this Declaration and thereby to cause the Additional Property, or such portions thereof, to become part of the Property. This option may be exercised by the Declarant in accordance with the conditions and limitations set out in Section 10.02 of this Article, which are the only conditions and limitations on such right.

7.02 Conditions of Annexation. Any Annexation as permitted in Section 7.01 of this Article shall be in accordance with the following terms and conditions:

(a) The option to submit portions of the Additional Property may be exercised at any time and from time to time until seven (7) years from the date this Declaration is recorded.

(b) The legal description of the Additional Property is set forth in Exhibit "B"; portions of the Additional Property may be added at different times, and there are no limitations fixing the boundaries of those portions or regulating the order in which any such portions may become part of the Property.

(c) All Lots created on portions of the Additional Property which are added to the Property will be restricted exclusively to residential use, in accordance with Article III of this Declaration.

(d) The option reserved by Section 7.01 of this Article may be exercised by the Declarant alone (without the consent of any Owner) by the execution by the Declarant of an amendment to this Declaration which shall be filed for record in the Office of the Clerk of the Superior Court of Rockdale County, Georgia, together with a plat of that portion of the Additional Property which is to become part of the Property by reason of such amendment. Such plat shall indicate the boundaries of that portion of the Additional Property which is to become part of the Property, the boundaries of all Lots to be located therein, and an identifying number for each such Lot. Any such amendment shall expressly submit that portion of the Additional Property which is to become part of the Property from time to time, and upon the exercise, if any, of such option, the provisions of this Declaration shall be understood and construed as embracing all of the Property, including the initial phase and such portions of the Additional Property as have become part of the Property by annexation. Following recording of the plat, Declarant shall convey the Common Property shown thereon to the Association by limited warranty deed, subject to matters of record.

(e) From and after the date of annexation of any portion of the Additional Property, each Lot so added to the Property and the Owners thereof, shall have the same obligations imposed upon, and the same rights and privileges accorded, every other Lot previously comprising part of the Property..

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

MISCELLANEOUS

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

8.02 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

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

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

8.05 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by the Declarant, the ACC, any Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

(a) Declarant: Lochinver Development Partnership
c/o Alton Housworth, Jr.
American Land Mart, Inc.
1123 Brett Drive, S.W.
Conyers, Georgia 30207

(b) Owner: Each Owner's address as according to the system of naming streets and numbering houses then in effect in Rockdale County, Georgia

Any written communication transmitted in accordance with this Section 8.05 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed, this 7th day of ~~December~~ July, 1998. *an us*

Signed, sealed and delivered in the presence of:

Jackie Paradise
Witness

Robert E. Talley
Notary Public



LOCHINVER DEVELOPMENT PARTNERSHIP

By: [Signature] (SEAL)
GERALD SHEPPARD, General Partner

By: A & D PARTNERSHIP, General Partner

By: [Signature] (SEAL)
ALTON HOUSWORTH, JR.
General Partner

By: DSH ENTERPRISES, INC.,
General Partner

By: [Signature]
Its: Pres. dnt

[CORPORATE SEAL]

ALL THAT TRACT or parcel of land lying and being in land lots 211 and 238 of the 11th district of Rockdale County, Georgia and being more particularly described as follows:

BEGINNING at a point on the south right-of-way of Pitlochry Street 650.28 feet west from the intersection of the right-of-way of Pitlochry Street and the right-of-way of Loch View Court the being the true point of beginning:

THENCE South 37 degrees 55 minutes 24 seconds West for a distance of 25.55 feet to a;
 THENCE South 25 degrees 23 minutes 27 seconds West for a distance of 63.44 feet to a;
 THENCE South 04 degrees 10 minutes 49 seconds West for a distance of 29.25 feet to a;
 THENCE South 36 degrees 29 minutes 02 seconds West for a distance of 59.45 feet to a;
 THENCE South 68 degrees 48 minutes 36 seconds West for a distance of 58.18 feet to a;
 THENCE South 41 degrees 47 minutes 20 seconds West for a distance of 11.73 feet to a;
 THENCE North 34 degrees 50 minutes 37 seconds West for a distance of 11.27 feet to a;
 THENCE South 64 degrees 22 minutes 12 seconds West for a distance of 63.37 feet to a;
 THENCE South 47 degrees 36 minutes 41 seconds West for a distance of 49.79 feet to a;
 THENCE South 47 degrees 36 minutes 41 seconds West for a distance of 4.97 feet to a;
 THENCE South 33 degrees 32 minutes 25 seconds West for a distance of 54.97 feet to a;
 THENCE South 28 degrees 06 minutes 38 seconds West for a distance of 66.75 feet to a;
 THENCE South 35 degrees 56 minutes 58 seconds West for a distance of 59.58 feet to a;
 THENCE South 49 degrees 33 minutes 06 seconds West for a distance of 91.44 feet to a;
 THENCE South 58 degrees 17 minutes 40 seconds West for a distance of 60.44 feet to a;
 THENCE South 88 degrees 40 minutes 24 seconds West for a distance of 40.88 feet to a;
 THENCE South 83 degrees 50 minutes 21 seconds West for a distance of 35.61 feet to a;
 THENCE South 57 degrees 00 minutes 51 seconds West for a distance of 66.23 feet to a;
 THENCE South 60 degrees 33 minutes 25 seconds West for a distance of 87.67 feet to a;
 THENCE South 84 degrees 51 minutes 16 seconds West for a distance of 53.46 feet to a;
 THENCE North 48 degrees 32 minutes 09 seconds West for a distance of 17.17 feet to a;
 THENCE North 06 degrees 15 minutes 22 seconds East for a distance of 19.29 feet to a;
 THENCE North 62 degrees 22 minutes 20 seconds East for a distance of 23.34 feet to a;

THENCE North 18 degrees 48 minutes 32 seconds East
 for a distance of 66.41 feet to a;
 THENCE North 08 degrees 03 minutes 58 seconds West
 for a distance of 44.38 feet to a C\L 6"WOOD W;
 THENCE North 19 degrees 13 minutes 51 seconds West
 for a distance of 13.48 feet to a C\L 6"WOOD W;
 THENCE North 23 degrees 39 minutes 22 seconds East
 for a distance of 9.10 feet to a C\L 6"WOOD W;
 THENCE North 54 degrees 01 minutes 36 seconds East
 for a distance of 13.43 feet to a C\L 6"WOOD W;
 THENCE North 11 degrees 49 minutes 48 seconds East....
 for a distance of 59.32 feet to a C\L 6"WOOD W;
 THENCE North 23 degrees 49 minutes 08 seconds East
 for a distance of 49.35 feet to a C\L 6"WOOD W;
 THENCE North 22 degrees 18 minutes 08 seconds East
 for a distance of 13.73 feet to a C\L 6"WOOD W;
 THENCE North 19 degrees 47 minutes 33 seconds East
 for a distance of 27.46 feet to a C\L 6"WOOD W;
 THENCE North 12 degrees 25 minutes 36 seconds East
 for a distance of 40.72 feet to a C\L 6"WOOD W;
 THENCE North 07 degrees 57 minutes 27 seconds East
 for a distance of 21.89 feet to a C\L 6"WOOD W;
 THENCE North 41 degrees 33 minutes 00 seconds West
 for a distance of 18.04 feet to a C\L 6"WOOD W;
 THENCE North 51 degrees 07 minutes 02 seconds West
 for a distance of 18.17 feet to a C\L 6"WOOD W;
 THENCE North 74 degrees 58 minutes 59 seconds West
 for a distance of 13.91 feet to a C\L 6"WOOD W;
 THENCE South 16 degrees 35 minutes 41 seconds West
 for a distance of 27.86 feet to a C\L 6"WOOD W;
 THENCE South 05 degrees 45 minutes 08 seconds West
 for a distance of 26.91 feet to a C\L 6"WOOD W;
 THENCE South 04 degrees 08 minutes 44 seconds East
 for a distance of 19.54 feet to a C\L 6"WOOD W;
 THENCE South 15 degrees 29 minutes 54 seconds West
 for a distance of 13.52 feet to a C\L 6"WOOD W;
 THENCE South 26 degrees 53 minutes 06 seconds West
 for a distance of 13.65 feet to a C\L 6"WOOD W;
 THENCE South 33 degrees 21 minutes 20 seconds West
 for a distance of 9.52 feet to a C\L 6"WOOD W;
 THENCE South 26 degrees 56 minutes 35 seconds West
 for a distance of 13.82 feet to a C\L 6"WOOD W;
 THENCE South 08 degrees 10 minutes 56 seconds West
 for a distance of 9.07 feet to a C\L 6"WOOD W;
 THENCE South 19 degrees 26 minutes 43 seconds West
 for a distance of 13.37 feet to a C\L 6"WOOD W;
 THENCE South 14 degrees 05 minutes 14 seconds West
 for a distance of 13.66 feet to a C\L 6"WOOD W;
 THENCE South 40 degrees 21 minutes 10 seconds West
 for a distance of 27.89 feet to a;
 THENCE South 12 degrees 41 minutes 21 seconds West
 for a distance of 13.51 feet to a C\L 1'WOOD W;
 THENCE South 25 degrees 48 minutes 06 seconds West
 for a distance of 18.30 feet to a C\L 1'WOOD W;
 THENCE South 34 degrees 21 minutes 58 seconds West
 for a distance of 22.55 feet to a C\L 1'WOOD W;
 THENCE South 29 degrees 31 minutes 24 seconds West
 for a distance of 40.22 feet to a C\L 1'WOOD W;
 THENCE South 25 degrees 37 minutes 23 seconds West
 for a distance of 13.64 feet to a C\L 1'WOOD W;

THENCE South 30 degrees 52 minutes 06 seconds West
 for a distance of 41.67 feet to a C\L 1'WOOD W;
 THENCE South 38 degrees 59 minutes 28 seconds West
 for a distance of 14.20 feet to an EDGE LAKE;
 THENCE South 47 degrees 01 minutes 44 seconds West
 for a distance of 42.75 feet to an EDGE LAKE;
 THENCE South 38 degrees 23 minutes 04 seconds West
 for a distance of 47.12 feet to an EDGE LAKE;
 THENCE South 28 degrees 05 minutes 46 seconds West
 for a distance of 32.00 feet to an EDGE LAKE;
 THENCE South 69 degrees 15 minutes 52 seconds West
 for a distance of 39.74 feet to an EDGE LAKE;
 THENCE South 59 degrees 45 minutes 09 seconds West
 for a distance of 31.15 feet to an EDGE LAKE;
 THENCE South 16 degrees 04 minutes 01 seconds West
 for a distance of 35.05 feet to an EDGE LAKE;
 THENCE South 12 degrees 13 minutes 17 seconds East
 for a distance of 52.62 feet to an EDGE LAKE TB;
 THENCE South 58 degrees 37 minutes 45 seconds West
 for a distance of 54.77 feet to an EDGE LAKE;
 THENCE South 85 degrees 32 minutes 56 seconds West
 for a distance of 62.33 feet to an EDGE LAKE;
 THENCE South 81 degrees 18 minutes 02 seconds West
 for a distance of 61.45 feet to an EDGE LAKE;
 THENCE North 87 degrees 48 minutes 09 seconds West
 for a distance of 64.78 feet to an EDGE LAKE;
 THENCE South 61 degrees 38 minutes 15 seconds West
 for a distance of 22.03 feet to an EDGE LAKE;
 THENCE South 46 degrees 45 minutes 13 seconds West
 for a distance of 51.39 feet to an EDGE LAKE;
 THENCE South 57 degrees 09 minutes 23 seconds West
 for a distance of 29.27 feet to an EDGE LAKE;
 THENCE South 60 degrees 39 minutes 17 seconds West
 for a distance of 61.43 feet to an EDGE LAKE;
 THENCE South 61 degrees 23 minutes 52 seconds West
 for a distance of 32.95 feet to an EDGE LAKE;
 THENCE South 72 degrees 01 minutes 33 seconds West
 for a distance of 39.24 feet to an EDGE LAKE;
 THENCE South 57 degrees 14 minutes 43 seconds West
 for a distance of 23.79 feet to an EDGE LAKE;
 THENCE South 73 degrees 13 minutes 27 seconds West
 for a distance of 24.60 feet to an EDGE LAKE;
 THENCE South 78 degrees 58 minutes 33 seconds West
 for a distance of 24.59 feet to an EDGE LAKE;
 THENCE South 88 degrees 06 minutes 31 seconds West
 for a distance of 28.08 feet to an EDGE LAKE;
 THENCE North 62 degrees 36 minutes 28 seconds West
 for a distance of 30.05 feet to an EDGE LAKE;
 THENCE North 71 degrees 33 minutes 44 seconds West
 for a distance of 25.09 feet to an EDGE LAKE;
 THENCE South 58 degrees 22 minutes 43 seconds West
 for a distance of 14.78 feet to an EDGE LAKE;
 THENCE South 00 degrees 33 minutes 49 seconds West
 for a distance of 13.60 feet to an EDGE LAKE;
 THENCE South 21 degrees 40 minutes 42 seconds West
 for a distance of 16.17 feet to an EDGE LAKE;
 THENCE North 87 degrees 13 minutes 41 seconds West
 for a distance of 37.00 feet to an EDGE LAKE;
 THENCE South 45 degrees 02 minutes 00 seconds West
 for a distance of 41.79 feet to an EDGE LAKE;

THENCE South 52 degrees 26 minutes 17 seconds West
 for a distance of 35.40 feet to an EDGE LAKE;
 THENCE South 47 degrees 49 minutes 46 seconds West
 for a distance of 27.08 feet to an EDGE LAKE;
 THENCE South 67 degrees 25 minutes 48 seconds West
 for a distance of 18.62 feet to an EDGE LAKE;
 THENCE North 55 degrees 20 minutes 43 seconds West
 for a distance of 19.04 feet to an EDGE LAKE;
 THENCE North 51 degrees 30 minutes 02 seconds West
 for a distance of 28.02 feet to an EDGE LAKE;
 THENCE North 39 degrees 46 minutes 33 seconds West
 for a distance of 38.09 feet to an EDGE LAKE;
 THENCE South 81 degrees 46 minutes 23 seconds West
 for a distance of 28.97 feet to an EDGE LAKE;
 THENCE South 60 degrees 34 minutes 05 seconds West
 for a distance of 23.89 feet to an EDGE LAKE;
 THENCE South 08 degrees 54 minutes 49 seconds West
 for a distance of 39.98 feet to an EDGE LAKE;
 THENCE South 17 degrees 34 minutes 50 seconds West
 for a distance of 28.84 feet to an EDGE POND DA;
 THENCE South 24 degrees 49 minutes 02 seconds East
 for a distance of 294.06 feet to a;
 THENCE South 60 degrees 10 minutes 00 seconds West
 for a distance of 103.49 feet to a;
 THENCE South 83 degrees 16 minutes 54 seconds West
 for a distance of 515.00 feet to a;
 THENCE North 00 degrees 39 minutes 40 seconds East
 for a distance of 61.93 feet to a P/I CK N/E;
 THENCE North 24 degrees 22 minutes 31 seconds West
 for a distance of 36.22 feet to a C\L CRK 15'\;
 THENCE North 09 degrees 10 minutes 47 seconds East
 for a distance of 30.02 feet to a C\L CRK 15'\;
 THENCE North 34 degrees 47 minutes 11 seconds West
 for a distance of 23.01 feet to a C\L CRK 15'\;
 THENCE North 04 degrees 59 minutes 25 seconds East
 for a distance of 2.99 feet to a;
 THENCE North 04 degrees 59 minutes 25 seconds East
 for a distance of 36.08 feet to a C\L CRK 15'\;
 THENCE North 17 degrees 28 minutes 25 seconds West
 for a distance of 48.44 feet to a C\L CRK 15'\;
 THENCE North 34 degrees 34 minutes 04 seconds East
 for a distance of 27.35 feet to a C\L CRK 15'\;
 THENCE North 30 degrees 58 minutes 39 seconds West
 for a distance of 18.23 feet to a C\L CRK 15'\;
 THENCE North 45 degrees 08 minutes 13 seconds East
 for a distance of 63.92 feet to a C\L CRK 15'\;
 THENCE North 17 degrees 12 minutes 01 seconds East
 for a distance of 36.01 feet to a;
 THENCE North 17 degrees 12 minutes 01 seconds East
 for a distance of 11.49 feet to a C\L CRK;
 THENCE North 05 degrees 39 minutes 15 seconds West
 for a distance of 77.65 feet to a C\L CRK;
 THENCE North 28 degrees 10 minutes 22 seconds West
 for a distance of 51.15 feet to a C\L CRK;
 THENCE North 06 degrees 13 minutes 41 seconds East
 for a distance of 39.48 feet to a C\L CRK 15'\;
 THENCE North 16 degrees 26 minutes 03 seconds West
 for a distance of 37.07 feet to a C\L CRK 15'\;
 THENCE North 50 degrees 18 minutes 59 seconds West
 for a distance of 30.65 feet to a C\L CRK 15'\;

THENCE North 01 degrees 07 minutes 27 seconds West
for a distance of 18.43 feet to a;
THENCE North 48 degrees 11 minutes 05 seconds West
for a distance of 24.22 feet to a;
THENCE North 83 degrees 51 minutes 03 seconds East
for a distance of 24.76 feet to a;
THENCE North 02 degrees 24 minutes 39 seconds West
for a distance of 26.82 feet to a;
THENCE North 56 degrees 24 minutes 44 seconds West
for a distance of 23.71 feet to a;
THENCE North 02 degrees 07 minutes 28 seconds East
for a distance of 16.77 feet to a;
THENCE North 63 degrees 09 minutes 19 seconds East
for a distance of 104.82 feet to a;
THENCE South 16 degrees 16 minutes 36 seconds East
for a distance of 85.30 feet to a;
THENCE South 88 degrees 58 minutes 01 seconds East
for a distance of 596.19 feet to a;
THENCE South 89 degrees 03 minutes 13 seconds East
for a distance of 55.19 feet to a;
THENCE South 88 degrees 47 minutes 32 seconds East
for a distance of 177.50 feet to a;
THENCE South 88 degrees 47 minutes 32 seconds East
for a distance of 20.00 feet to a;
THENCE South 18 degrees 17 minutes 19 seconds West
for a distance of 90.60 feet to a;
THENCE South 13 degrees 27 minutes 48 seconds West
for a distance of 64.78 feet to a;
THENCE South 43 degrees 04 minutes 22 seconds West
for a distance of 102.98 feet to a;
THENCE South 67 degrees 08 minutes 34 seconds West
for a distance of 46.24 feet to a;
THENCE South 48 degrees 47 minutes 04 seconds West
for a distance of 56.28 feet to a;

Said property contains 39.63 acres.

L E G A L D E S C R I P T I O N
LOCHINVER - UNIT FOUR

ALL THAT TRACT or parcel of land lying and being in land lot 238 of the 11th dsitric of Rockdale County, Georgia and being more particularly described as follows:

BEGINNING at a point on the west right-of-way of Inverness Court (50'r\w) 225.24' north from the north right-of-way of Pitlochry Street (50'r\w) and the west right-of-way of Inverness Court (50'r\w) the beginning the true point of beginning.

THENCE North 88 degrees 22 minutes 05 seconds West for a distance of 452.88 feet to c\l of creek
 THENCE North 11 degrees 59 minutes 27 seconds East for a distance of 107.51 feet to a C\L CRK;
 THENCE North 18 degrees 53 minutes 00 seconds West for a distance of 64.18 feet to a C\L CRK;
 THENCE North 01 degrees 31 minutes 39 seconds East for a distance of 54.94 feet to a C\L CRK;
 THENCE North 50 degrees 49 minutes 11 seconds East for a distance of 37.01 feet to a C\L CRK;
 THENCE North 38 degrees 37 minutes 49 seconds West for a distance of 34.74 feet to a C\L CRK;
 THENCE North 06 degrees 07 minutes 43 seconds West for a distance of 40.41 feet to a C\L CRK;
 THENCE North 72 degrees 26 minutes 40 seconds West for a distance of 21.95 feet to a C\L CRK;
 THENCE North 71 degrees 00 minutes 49 seconds East for a distance of 32.18 feet to a C\L CRK;
 THENCE North 16 degrees 05 minutes 21 seconds East for a distance of 33.18 feet to a C\L CRK;
 THENCE North 87 degrees 14 minutes 29 seconds West for a distance of 21.26 feet to a C\L CRK;
 THENCE North 06 degrees 06 minutes 43 seconds West for a distance of 31.43 feet to a C\L CRK;
 THENCE North 62 degrees 17 minutes 45 seconds East for a distance of 33.18 feet to a C\L CRK;
 THENCE North 26 degrees 36 minutes 06 seconds East for a distance of 52.27 feet to a C\L CRK;
 THENCE North 02 degrees 05 minutes 09 seconds East for a distance of 59.83 feet to a C\L CRK;
 THENCE North 07 degrees 21 minutes 13 seconds East for a distance of 46.18 feet to a C\L CRK;
 THENCE North 28 degrees 27 minutes 23 seconds West for a distance of 57.79 feet to a C\L CRK;
 THENCE North 08 degrees 35 minutes 07 seconds East for a distance of 56.68 feet to a C\L CRK;
 THENCE North 40 degrees 22 minutes 22 seconds West for a distance of 55.80 feet to a C\L CRK;
 THENCE North 02 degrees 46 minutes 39 seconds East for a distance of 17.06 feet to a C\L CRK;
 THENCE North 66 degrees 38 minutes 14 seconds East for a distance of 24.55 feet to a C\L CRK;
 THENCE North 35 degrees 17 minutes 25 seconds West for a distance of 41.39 feet to a C\L CRK;
 THENCE North 37 degrees 55 minutes 05 seconds East for a distance of 45.88 feet to a C\L CRK;

THENCE North 13 degrees 58 minutes 00 seconds East
for a distance of 47.94 feet to a C\L CRK;
THENCE North 15 degrees 06 minutes 58 seconds East
for a distance of 28.35 feet to a;
THENCE North 67 degrees 46 minutes 06 seconds East
for a distance of 129.10 feet to a;
THENCE South 60 degrees 40 minutes 28 seconds East
for a distance of 731.89 feet to a;
THENCE South 20 degrees 40 minutes 28 seconds East
for a distance of 460.00 feet to a;
THENCE South 81 degrees 49 minutes 08 seconds West
for a distance of 228.78 feet to a;
THENCE South 68 degrees 36 minutes 48 seconds West
for a distance of 264.06 feet to a;
THENCE South 62 degrees 25 minutes 46 seconds West
for a distance of 53.11 feet to a;

Said property contains 14.44 acres.

ANNEXATION OF ADDITIONAL PROPERTY

All that tract or parcel of land lying and being in Land Lots 210, 211, 230, 239 and 243 of the 11th District of Rockdale County, Georgia, and being more particularly described as follows:

BEGINNING at the point where the southeast side of Smyrna Road intersects the center line of Rogers Branch, and running thence in a northeasterly direction along the southeast side of Smyrna Road 300 feet to a point marked by an iron pin at the line of land formerly owned by Knowles (now by J. C. Kilgore); thence south 34 degrees 45 minutes east along the northwesterly line of the land now owned by J. C. Kilgore (this line being presently defined by a fence) 434.0 feet to a point marked by an iron pin on the south line of said Land Lot 243 (this being the north line of said Land Lot 230); thence north 00 degrees 15 minutes east along the land lot line between said Land Lots 243 and 230 (this line being presently defined by a fence, and being along the south lines of the lands of J. C. Kilgore, Donald Hammonds, and Howell Engineering Company) 856.4 feet to a point marked by a crooked post (this point being the corner common to Land Lots 230, 243, 242 and 239); thence south 3 degrees 07 minutes east along the dividing line between said Land Lots 230 and 239 (this line being presently defined by a fence, and being along the west line of land now owned by the James Hamm Estate) 644.9 feet to a point marked by an iron pin in the approximate center line of a gas line easement; thence south 0 degrees 49 minutes east along the land lot line between said Land Lots 230 and 239 (and still along the west line of the land of the said James Hamm Estate) 761 feet to a rock found at a corner of said land of James Hamm Estate; thence north 09 degrees 20 minutes east along the south line of said land of James Hamm Estate (this line being presently defined by a fence) 1432.4 feet to a point marked by a crooked post and corner; thence south 3 degrees 05 minutes east along the west line of land now owned by T. A. Wojcik (this line being presently defined by a fence) 1503.9 feet to a point marked by an iron pin on the dividing line between Land Lots 239 and 210; thence north 00 degrees 34 minutes east along the dividing line between said Land Lots 239 and 210 (this line being presently defined by a fence, and being the southerly line of the land now owned by the said T. A. Wojcik) 1361.3 feet to a point marked by an iron pin on the west side of Granada Road (Granada Road having a width of 30 feet, and having formerly been known as McDaniel Hill Road); thence south 2 degrees 20 minutes east along the west side of Granada Road, 300 feet to a point marked by an iron pin; thence south 00 degrees 36 minutes west (this line being presently defined by a fence, and being along the north line of the land now owned by Kenneth Day) a distance of 1372.3 feet to a point marked by an iron pin; thence south 03 degrees 20 minutes west (still along the north line of the land of Kenneth Day, and continuing along the north line of land now owned by B. A. Hasty, and this line being presently defined by a fence) a total distance of 2965.1 feet to a point marked by an iron pin at the east line of land formerly owned by Walter Eubanks, Jr. (now by H. H. Flake); thence north 2 degrees 28 minutes east along the east line of said land now owned by H. H. Flake (this line being presently defined by a fence) 570.7 feet to a point marked by an iron pin and rock on the dividing line between Land Lots 211 and 230; thence continuing north 2 degrees 20 minutes east 11.3 feet to a point in the center line of Rogers Branch in said Land Lot 230; thence in a northwesterly, northerly and northeasterly direction along the center line of Rogers Branch (and following the meanderings thereof) through said Land Lot 230, and into said Land Lot 243, 3390 feet, more or less, to the southeast side of Smyrna Road, at the point of beginning; being all of the lands conveyed to John H. Ledbetter by the following deeds from the following named persons, to-wit: Deed from Francis Granada, dated June 10, 1961, and recorded in Deed Book 42, page 508; Deed from T. W. Parker, dated February 6, 1961, and recorded in Deed Book 41, page 40; Deed from V. C. Ellington, dated February 14, 1953, and recorded in Deed Book 31, page 176; Deed from B. A. Hasty, dated November 9, 1960, and recorded in Deed Book 39, page 334; and Deed from B. A. Hasty, dated March 4, 1961, and recorded in Deed Book 41, page 47; all of these deed references pertaining to the records in the Office of the Clerk of the Superior Court of Rockdale County, Georgia.

The tract of land herein described is delineated on a survey for SECOND CENTURY GROUP, made by George W. O'Hall, Registered Professional Land Surveyor, dated February 4, 1970, and recorded in Plat Book "B", page 268, Rockdale County Records; said tract (according to said survey and plat) containing 201.028 acres inside traverse.

EXHIBIT "C"

Chris C. Hansen
Chris C. Hansen

Renee M. Hansen
Renee M. Hansen
As to Lot 66
Lochinver Subdivision, Unit Three

Michael J. Grady
Michael J. Grady

Lizbeth S. Jackson
Lizbeth S. Jackson
As to Lot 52
Lochinver Subdivision, Unit Three

Thompson Builders, Inc.
Thompson Builders, Inc.

The People's Bank
The People's Bank
As to Lot 77
Lochinver Subdivision, Unit Three

Don Rosser & Associates, Inc.
Don Rosser & Associates, Inc.

Paul R. Vink
First Newton Bank Senior Vice President
As to Lot 63
Lochinver Subdivision

Heather Williams
Witness

Ann S. Bell
Notary Public
Notary Public, Rockdale County, Georgia
My Commission Expires January 25, 2002



Heather Williams
Witness

Ann S. Bell
Notary Public
Notary Public, Rockdale County, Georgia
My Commission Expires January 25, 2002

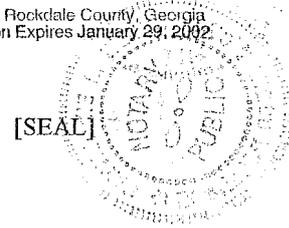


Mary L. Tate
Witness

Pauline G. Evans
Notary Public
NOTARY PUBLIC
ROCKDALE COUNTY, GA
Exp. Jan. 28, 1999

M. Edwards
Witness

Katherine Lueders
Notary Public
Notary Public, Rockdale County, Georgia
My Commission Expires January 29, 2002



Jackie L. Jefferson
Jackie L. Jefferson

Christine L. Jefferson
Christine L. Jefferson

Paul R. Vink
First Newton Bank Senior Vice President
As to Lot 65
Lochinver Subdivision, Unit Three

Guda Skaford
Witness

Ann S. Bell
Notary Public

Notary Public, Rockdale County, Georgia
My Commission Expires January 25, 2002

[SEAL]

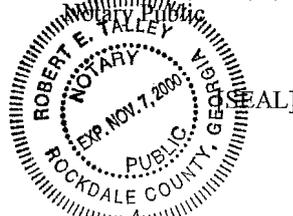


Paul W. Ellis
Paul W. Ellis

Paul R. Vink
First Newton Bank Senior Vice President
As to Lot 64
Lochinver Subdivision, Unit Three
As to Lot 69
Lochinver Subdivision, Unit 4

W. Edward
Witness

Robert E. Talley

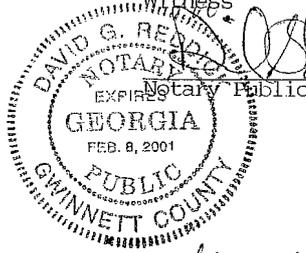


Kelly A. Shoemaker
Kelly A. Shoemaker

Lee Shoemaker
Lee Shoemaker

As to Lot 67
Lochinver Subdivision, Unit 4

W. Edward
Witness



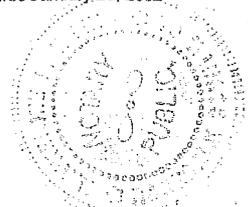
Lee Shoemaker
Notary Public

Edward J. Turner
Edward J. Turner
As to Lot 123
Lochinver Subdivision, Unit 4

W. Edward
Witness

Catherine Weeks
Notary Public

Notary Public, Rockdale County, Georgia
My Commission Expires January 29, 2002



Gary T. Johnson
Gary T. Johnson

Samantha Joyner
Witness

Jacquelyn L. Johnson
Jacquelyn L. Johnson

Catherine Weeks
Notary Public



Notary Public, Rockdale County, Georgia