

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOMERSET AT HENDERSON VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOMERSET AT HENDERSON VILLAGE (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by D. D. C. CONTRACTING COMPANY, a Tennessee corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property which is more particularly described on Exhibit "A" attached hereto and made a part hereof, which is located in a subdivision known as Somerset at Henderson Village in Fulton County, Georgia; and

WHEREAS, Declarant desires to restrict the aforementioned property as more particularly provided in this Declaration in order to protect the value and desirability of the property, to establish a plan for submitting additional property to this Declaration to establish a uniform plan for the development, improvement and sale of the lots, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of such lots.

NOW, THEREFORE, Declarant does hereby adopt, establish, declare, and impose the following restrictions, reservations, easements, covenants and conditions upon the above-described property, which shall constitute covenants running with the title to such property and be binding upon and inure to the benefit of the Declarant, its successors, assigns, and each and all such beneficiaries.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Somerset at Henderson Village Homeowners' Association, Inc., a Georgia non-profit corporation, its successors or assigns.

Section 2. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided herein.

Section 3. "Declarant" shall mean and refer to D.D.C. Contracting Company, a Tennessee corporation, 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 properties then owned by Declarant or subsequent successors in interest, together with its rights hereunder, by conveyance or assignment from Declarant or by judicial or non-judicial foreclosure, for the purpose of development and/or construction on the Property.

Section 4. "Lot" shall mean and refer to the individual lots described on Exhibit "A" attached hereto and to any numbered plot of land which may be added to the Property from time to time, as provided herein.

Section 5. "Common Area" shall mean all property, real or personal, owned by the Association for the common use and enjoyment of the Owners, and designated as "Common Area" in the deed of conveyance of such property to the Association.

Section 6. "Annexation" shall mean the process by which portions of the "Annexation Property" are made subject to this Declaration pursuant to Article V.

Section 7. "Annexation Property" shall mean all those tracts or parcels of land described in Exhibit "B" attached hereto and by this reference made a part hereof, as well as any land contiguous to any portion of the land described in either Exhibit "A" or "B" which may be acquired by Declarant.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of any obligation.

Section 9. "Limited Common Area". Notwithstanding any other provision herein which might be construed to the contrary, should the Association determine that any of the Common Areas because of their location and character would best be restricted to the use of the Owner or occupants of a certain Lot or certain Lots, then the Association shall have the right to restrict and limit the use of those portions of the Common Area to the designated Owners or occupants, and such areas shall thereafter be designated "Limited Common Areas" appurtenant to the aforesaid Lots. Though title to such properties be in the Association, all costs of maintaining, operating, repairing and improving said restricted facilities shall be borne by the Owners of the designated Lots, and such costs shall be added to and become a part of the annual maintenance assessments and charges to which such Lots are subject, and be payable in all respects as provided in Article IV herein.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress over and through the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility now or hereafter situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the Owners who own at least two-thirds (2/3) of the total Lots then subject to this Declaration agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, but not to anyone who does not occupy a Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 2. Voting; Classes of Membership. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons' votes shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be Declarant, who shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (a) the expiration of five (5) years from the date of recording of this Declaration; (b) the date as of which four-fifths (4/5) of the Lots which may be developed on the Property and on the Annexation Property shall have been conveyed by either the Declarant or by a builder who purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, to an individual Owner; or (c) the surrender by the Declarant of the authority to appoint and remove members of the Board and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant and by any mortgagee of Declarant then holding an interest in the Property as security for an obligation.

Section 3. Authority of Board. Except to the extent otherwise expressly required by the Georgia Non-Profit Corporation Code, or by this Declaration or the Association's Bylaws or Articles of Incorporation, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the members.

Section 4. Control by Declarant. Notwithstanding anything herein to the contrary, the Declarant shall have the right to appoint or remove any member or members of the Board or any officer or officers of the Association as long as there is a Class B membership.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot located within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, (3) annual assessments to enable the Association to pay all assessments and costs due to any other master associations, including the Henderson Village Property Owners' Association, Inc., and (4) to pay lease payments to Somerset at Henderson Village, Inc. to obtain the use of certain recreational facilities for the benefit of all Owners. The annual and special assessments, together with interest, at the rate of twelve percent (12%), plus costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors-in-title and shall be the obligation of such successor-in-title unless prior to accepting title to the Lot, such successor obtains a written statement from the Association that no sums are due or will be due at the time of closing. The Association may charge a fee of \$25.00 for providing such written statement. As used in this Declaration, the term "reasonable attorneys' fees" shall mean actual attorneys' fees actually incurred at a reasonable hourly rate approved by the Board of Directors.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents on the Property and for the improvements and maintenance of the Common Area situated on the Property, and for such other matters as may be provided for herein.

Section 3. Annual Assessment or Charge. Subject to the terms of this Article, each Lot in the Property is hereby subjected to an annual maintenance charge and assessment in the amount determined by the Association, for the purpose of creating a fund to be known as the "maintenance fund" which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within the Property (and any area annexed under the jurisdiction of the Association) in advance in monthly, quarterly, or annual installments, commencing as to each Lot on the first day of the month following (i) the conveyance of such Lot by Declarant to an Owner (excluding a builder who has purchased a Lot from Declarant for the purpose of erecting a dwelling thereon); (ii) the conveyance by a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, whichever conveyance to an Owner for occupancy (whether such occupancy is by such Owner or a tenant of such Owner) first occurs; or (iii) at such time as a third party other than Declarant or a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon submits such third party's Lot to the provisions of this Declaration. Such charges shall not be due with respect to Lots owned by Declarant and the charges shall become due as to each Lot on the first day of the month following the conveyance of that Lot to an Owner. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined annually by the Board of Directors of the Association at least thirty (30) days in advance of each annual assessment. Said rate and when same is payable may be adjusted from year to year by the Board of Directors as the needs of the Association may in the judgment of the Board of Directors require. The assessment for each Lot shall be uniform for each Lot that Declarant has conveyed to an Owner. The due dates shall be established by the Board of Directors. The Association shall, upon written demand and for a reasonable charge not to exceed Twenty-Five Dollars (\$25.00), furnish a certificate signed by an officer of the Association or its designated representative, setting forth whether the assessments on a specified Lot have been paid. The Association shall use the proceeds of said maintenance fund in providing for normal recurring maintenance charges for the Common Areas for the use and benefit of all residents of said Property. Such uses and benefits to be provided by said Association may include, by way of clarification, and not limitation, any and all of the following: normal, recurring maintenance of the Common Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking and otherwise caring for existing landscaping and maintaining and repairing those streets on the Property that are not public streets) and the acquisition and installation of capital improvements to such Common Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the Property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of security guards or watchmen, if determined necessary; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the Board or membership of the Association to keep the Property and Annexation Property neat and in good order or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the majority of the members of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an

adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area. The fund shall be established and maintained out of regular annual assessments.

The Association shall also use the proceeds of said maintenance fund in providing for normal recurring lawn maintenance charges for the Lots for the use and benefit of all residents of said Property. Such uses and benefits to be provided by said Association may include, by way of clarification, and not limitation, any and all of the following: normal, recurring maintenance of the clipping, sweeping, pruning, raking and otherwise caring for or replacing existing landscaping on the Lots which are installed by Declarant or by a builder who has purchased a Lot from the Declarant for the purpose of erecting a dwelling thereon. Any additional landscaping added by an Owner shall be maintained by such Owner. Each Owner shall be responsible for adequately watering the lawn and landscaping located on such Owner's Lot. In the event the Association is required to replace all or a portion of the lawn or landscaping located on a Lot due to the failure of the Owner to adequately water the lawn and landscaping, the Association shall assess the cost of such replacement against such Owner as a special assessment applicable to such Owner only. The Association, its officers, directors and agents, are hereby granted an easement over the Lots to the extent necessary to carry out the Association's maintenance obligations contained herein. The extent of care for such lawns and landscaping on Lots shall be determined by the Board of Directors.

Upon the written request of at least twenty-five percent (25%) of the Owners, the Board of Directors shall call a meeting of all Owners to vote on whether the Association will cease maintaining the lawn and landscaping on the Lots with such responsibility being transferred to each Owner as to the Lot or Lots owned by such Owner. The Board of Directors shall give notice of such meeting as provided in Section 5 of Article IV hereof and the quorum requirements shall be as set forth in Section 5 of Article IV. The affirmative vote of at least eighty percent (80%) of the votes entitled to be cast by members present at such meeting shall be required to terminate the Association's obligation to maintain the lawns and landscaping on the Lots. In the event of such termination, the Association shall record an amendment to this Declaration to evidence such termination of the Association's obligation to maintain the lawn and landscaping on the Lots.

Section 4. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy:

(a) upon (i) the first sale to an Owner who will individually or through tenants or assigns occupy a Lot, such sale to be made by Declarant or by a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, or (ii) upon the submission of a Lot to the provisions of this Declaration by a third party other than Declarant or by a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, a special assessment equal to two (2) months' estimated regular assessments, which shall be collected at the closing of such sale for the benefit of the Association. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures, to acquire additional equipment or services deemed necessary or desirable by the Board or to pay any expenses of the Association not covered by the maintenance fund; and

(b) in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereon, provided that any such assessment shall

have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members, or delivered to their residences, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Such notice requirement may be waived by a written statement signed by all members entitled to receive such notice.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Association. Any Owner who does not pay any assessment within five (5) days of its due date shall pay a late charge equal to five percent (5%) of such assessment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. In the event any Owner fails to pay any assessment on or before its due date, the Association shall have the right (i) to accelerate the remaining assessments due through December 31 of the year in which such default occurs and (ii) to demand immediate payment in full of such accelerated payments. The Association shall have the right to file a Notice and Claim of Lien against the property of any member who is delinquent in the assessments owed to the Association. Such Notice and Claim of Lien shall be substantially in the form attached hereto as Exhibit "C" and made a part hereof and shall be signed by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's property.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage; to the lien of any purchase money second mortgage or to the lien of any second mortgage executed at the time a Lot is purchased. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known, described and used for residential purposes only and no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single family residence not to exceed two (2) stories in height (excluding basements). No Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose.

Section 2. Dwelling Size. Each dwelling shall have a minimum floor area equal to or greater than the applicable zoning requirements of the City of Alpharetta (hereinafter referred to as the "City"), and in any event shall be equal to or greater than 1200 square feet. No dwelling shall be made into a duplex.

Section 3. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein (including any change in exterior colors) be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of at least three (3) but not more than five (5) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this section do not apply to the Declarant; and any builder who acquires a Lot from Declarant for the purpose of constructing a dwelling thereon, rather than complying with this section, must submit to and have its plans and specifications approved by Declarant, as Declarant in its sole discretion may determine.

Section 4. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property. Nothing shall be done or permitted upon any Lot which may be or become an annoyance or a nuisance to the neighbors.

Section 5. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently; provided, however, Declarant reserves to itself and its assigns the exclusive right to erect, place and maintain such facilities in or upon any portions of the Property as in its sole discretion it may deem necessary or convenient while selling Lots or portions thereof, selling or constructing dwellings thereon, and constructing other improvements upon the Property. Such facilities may include, but are not limited to, sales and construction offices or trailers, storage areas, model units, signs, and portable toilet facilities.

Section 6. Trailers, Trucks, Buses and Boats. No house trailers or mobile homes, campers or other habitable motor vehicles of any kind, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight on the Property except in each dwelling's garage with the garage door closed.

Section 7. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or which may be visible from outside a dwelling except one sign not more than five (5) square feet in surface area advertising the particular Owner's property on which the sign is situated for sale or rent. The right is reserved by Declarant to itself or to a builder who acquires a Lot or Lots from Declarant for the purpose of constructing a dwelling thereon, to construct and maintain such signs, billboards or advertising devices as may in their sole discretion be deemed necessary in connection with the sale of Lots or dwellings.

Section 8. Oil and Mining Operations. No oil drilling, oil development or exploration operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon the Property.

Section 9. Storage and Disposal of Garbage and Refuse. Owners shall abide by all the rules, regulations and ordinances duly enacted by the City of Alpharetta or Fulton County, as appropriate, which relate to storage and disposal of garbage, rubbish, trash or refuse,

which ordinances, as and when enacted, are incorporated herein by reference. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property so as to render the same unsanitary, unsightly or offensive.

Section 10. Antennae. No antennae or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot without prior written approval of the Board.

Section 11. Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other customary household pets may be kept, provided they are not bred or maintained for any commercial purpose, provided the Board of Directors of the Association shall be entitled to promulgate rules limiting or prohibiting all pets and other rules concerning pets and animals. No unattended pets shall be permitted on any portion of the Common Area at any time, and each Owner is responsible for promptly cleaning up after any pet allowed on the Common Area.

Section 12. Exterior Maintenance. Each Owner is responsible for maintaining the neat and attractive external appearance of his or her dwelling. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty (30) days written notice to the Owner of the Lot involved, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair shall be added to and become part of the assessment to which such Lot is subject.

Section 13. Damage or Destruction. In the event of damage or destruction by fire or casualty to the dwelling on any Lot, the Owner of such Lot shall, with all due haste and considering the exigencies of the circumstances, and with the concurrence of his mortgagees, if any, contract to rebuild or repair the damaged or destroyed portions of the exterior of his residence in a good and workmanlike manner in substantial conformance with the original plans and specifications for said dwelling. If the damage or destruction is so extensive that a decision is made not to rebuild or repair as provided herein, then the Owner of such Lot shall be responsible for removing all debris and restoring the land to its natural state. In the event an Owner fails to move promptly to accomplish either alternative, the Board may act under Section 12 herein to rebuild or repair, or in the event the dwelling is apparently abandoned for at least thirty (30) days, the Board shall have the right (but no obligation whatsoever), after ten (10) days written notice to the record Owner of the Lot, to cause the damaged and abandoned dwelling to be removed and the remains cleared, the expense of such removal and clearing to be charged to and paid by the record Owner as a part of the assessment to which such Lot is subject. In the event of such removal and clearing by the Board, the Board shall not be liable in trespass or for damages, expenses, costs or otherwise to the Owner for such removal and clearing.

ARTICLE VI INSURANCE

Section 1. Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards, as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The Association shall obtain general liability insurance coverage with the Common Area in such amounts and with such companies as determined by the Board of Directors. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof

shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other assessments made against such Owner.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE VII SPECIAL PROVISIONS RELATING TO DECLARANT

Section 1. Construction and Sales Activity. Declarant or its assigns may carry on such construction, selling and leasing activities on the Property as it deems necessary, and may maintain upon such portions of the Property as it deems necessary, such facilities as may be necessary, expedient or incidental to the completion of construction and to the selling or leasing of Lots, including, but not limited to, maintenance of a sales office, model residences, signs, storage areas, construction facilities and construction offices.

Section 2. Easements in Favor of Declarant. The Declarant shall have a transferable easement on and over the Common Area for the purpose of making improvements on the Property and any Annexation Property, and for the purpose of doing all things in connection therewith. In that connection, and by way of clarification but not limitation, the easements and rights-of-way hereby reserved unto the Declarant, its successors and assigns, in, on, over, under and through the Property and Common Area include those 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 antennae, television cables and other utilities; for the construction of dwellings and other improvements on the Lots; for the installation, construction and maintenance of storm water drains, public and private sewers, and any other public or quasi-public utility facility; for the use of any streets, drives or temporary facilities installed for parking vehicles in connection with efforts to market the dwellings or Lots; for the maintenance of such other facilities and equipment as in the sole discretion of Declarant may be reasonably required, convenient or incidental to the completion, improvement and sale of dwellings or Lots. The Declarant or any builder who acquires a Lot from Declarant shall have the easements as well as an easement for the maintenance of sales offices and/or model residences on the Property for so long as the option to submit portions of the Annexation Property to this Declaration as provided herein exists and thereafter for so long as the Declarant or its successors builds on or owns any Lot for sale in the ordinary course of business.

Section 3. Submission of Additional Property by Declarant. Declarant shall have the option and right from time to time, without the necessity of consent by the Association, the Board or the Owners, but subject to Section 4 of this Article, to submit all or portions of the Annexation Property to this Declaration and thereby to cause the Annexation 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 4 of this Article, which are the only conditions and limitations on such right.

Section 4. Conditions of Annexation. Any annexation as permitted in Section 3 of this Article shall be in accordance with the following terms and conditions:

(a) The option to submit portions of the Annexation Property may be exercised at any time and from time to time until seven (7) years from the date this Declaration is recorded; provided, however, that the Owners of Lots to which two-thirds (2/3) of the Class A votes in the Association appertain, exclusive of any vote or votes appurtenant to Lots then owned by Declarant, may consent to the extension of such option by vote taken not more than one (1) year prior to the date upon which such option will expire.

(b) The legal description of the Annexation Property is set forth in Exhibit "B"; portions of the Annexation 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 Annexation Property which are added to the Property will be restricted exclusively to residential use, in accordance with Article V of this Declaration.

(d) The dwellings constructed on the Lots on portions of the Annexation Property which become part of the Property will be compatible with the dwellings constructed or to be constructed in the initial phase of development (that is, the Property as it is constituted upon the recording of this Declaration) in terms of quality of construction, principal materials of construction and architectural style; however, no assurances are made that any of the structures to be constructed on those portions of the Annexation Property which become part of the Property will be substantially identical to dwellings built in the initial phase. The plans and specifications of dwellings constructed on the Lots on portions of the Annexation Property which become part of the Property shall be subject to approval by the Declarant as set forth in Article V hereof.

(e) The option reserved by Section 3 of this Article may be exercised by the Declarant alone (without the consent of the Association or by 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 Fulton County, Georgia, together with a legal description of that portion of the Annexation Property which is to become part of the Property by reason of such amendment. Any such amendment shall expressly submit that portion of the Annexation Property which is to become part of the Property to all the provisions of this Declaration, as it may be amended 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 Annexation Property as have become part of the Property by Annexation.

(f) From and after the date of Annexation of any portion of the Annexation Property, each Lot so added to the Property and the Owner thereof, shall have the same vote, shall share the same obligations and responsibilities and shall have the same rights and privileges accorded every other Lot previously comprising part of the Property. Upon Annexation of each portion of the Annexation Property, as herein provided, the Association shall be deemed to have assumed, automatically, and without the necessity of consent by the Association, the Board or any individual Owners, the covenants to maintain the Common Area and the other obligations imposed by this Declaration, as amended from time to time, with respect to that portion of the Annexation Property which is then the subject of Annexation.

Section 5. Submission of Additional Property by Third Parties. Any person or entity other than Declarant who owns any portion of the Annexation Property (such owner being hereinafter referred to as the "Third Party") shall have the option and right from time to time, with the necessity of consent by the Board of Directors of the Association and subject to Section 6 of this Article, to submit all or portions of the Annexation Property to this Declaration owned by such Third Party and thereby to cause the Annexation Property, or such portions thereof owned by such Third Party, to become part of the Property. This option may be exercised by such Third Party in accordance with the conditions and limitations set out in Section 6 of this Article, which are the only conditions and limitations on such right.

Section 6. Conditions of Annexation. Any annexation as permitted in Section 5 of this Article shall be in accordance with the following terms and conditions:

(a) The option to submit portions of the Annexation Property may be exercised at any time and from time to time until seven (7) years from the date this Declaration is recorded; provided, however, that the Owners of Lots to which two-thirds (2/3) of the Class A votes in the Association appertain may consent to the extension of such option by vote taken not more than one (1) year prior to the date upon which such option will expire.

(b) The legal description of the Annexation Property is set forth in Exhibit "B"; portions of the Annexation 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 Annexation Property which are added to the Property will be restricted exclusively to residential use, in accordance with Article V of this Declaration.

(d) The dwellings constructed on the Lots on portions of the Annexation Property which become part of the Property will be compatible with the dwellings constructed or to be constructed in the initial phase of development (that is, the Property as it is constituted upon the recording of this Declaration) in terms of quality of construction, principal materials of construction and architectural style; however, no assurances are made that any of the structures to be constructed on those portions of the Annexation Property which become part of the Property will be substantially identical to dwellings built in the initial phase. The plans and specifications of dwellings constructed on the Lots on portions of the Annexation Property which become part of the Property shall be subject to approval by the Declarant as set forth in Article V hereof.

(e) The option reserved by Section 3 of this Article may be exercised by the Third Party (with the consent of the Association) by the execution by the Third Party and the Association of an amendment to this Declaration which shall be filed for record in the Office of the Clerk of the Superior Court of Fulton County, Georgia, together with a legal description of that portion of the Annexation Property which is to become part of the Property by reason of such amendment. Any such amendment shall expressly submit that portion of the Annexation Property which is to become part of the Property to all the provisions of this Declaration, as it may be amended 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 Annexation Property as have become part of the Property by Annexation.

(f) From and after the date of Annexation of any portion of the Annexation Property, each Lot so added to the Property and the Owner thereof, shall have the same vote, shall share the same obligations and responsibilities and shall have the same rights and privileges accorded every other Lot previously comprising part of the Property. Upon Annexation of each portion of the Annexation Property, as herein

provided, the Association shall be deemed to have assumed, automatically, and without the necessity of consent by the Association, the Board or any individual Owners, the covenants to maintain the Common Area and the other obligations imposed by this Declaration, as amended from time to time, with respect to that portion of the Annexation Property which is then the subject of Annexation.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, restrictions and easements set forth in this Declaration or in the deed to such Owner's Lot. The Board may impose fines or other sanctions, collection of which may be made as provided for in Article IV hereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages, or injunctive relief, or both, maintainable by the Board on behalf of the Association, or in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of this Declaration by judgment or court order shall in no way affect any other provision, all of which shall remain in full force and effect.

Section 3. Duration and Perpetuities.

(a) The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually and 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 this Declaration affected thereby shall run with and bind the land for a period of twenty (20) years from the date this Declaration are filed for record in the Office of the Clerk of the Superior Court of Fulton 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 percent (75%) 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 this Declaration may be extended and renewed as provided in this section.

(b) If any of the covenants, conditions, restrictions, easements or other provisions of this Declaration 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.

Section 4. Amendment. This Declaration 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 this Declaration, (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, the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or (iv) if

such amendment is necessary to enable any governmental agency, such as the Veterans Administration, the Federal Housing Administration or reputable private mortgage insurance company to insure mortgage loans on the Lots subject to this Declaration; provided any such amendment shall not adversely affect the title to any Owner's Lot, unless such Owner so affected thereby shall consent thereto in writing. In addition to amendment procedures otherwise established in this Declaration, this Declaration may otherwise be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) 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 this Declaration; 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 this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot 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 Fulton 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 this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Section 5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 6. Rights of Third Parties. This Declaration shall be recorded in the public real estate records of the Clerk of the Superior Court of Fulton County, Georgia, and shall inure to the benefit of the Declarant, the Owner or Owners of the Annexation Property, the Owners and the holders of mortgages affecting any of the submitted property, their respective heirs, legal representatives, successors-in-title, successors and assigns, and by such recording, no owner of property not located within the submitted Property shall have any right, title or interest whatsoever in the submitted Property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of the Declarant and mortgagees as herein provided, the Owners may change the provisions of this Declaration without the consent, permission or approval of any such other person.

Section 7. Reservation of Easements. The Declarant hereby reserves for itself, its successors and assigns, across the initial phase of the Property, and across each portion of the Annexation Property subsequently submitted to this Declaration by Annexation as provided in Article VI hereof, perpetual easements appurtenant to all or any portion of the Annexation Property not subject to this Declaration for the following uses and purposes:

(a) An easement for ingress and egress by vehicular and pedestrian traffic over (i) such drives, roadways, walkways and paths as are shown on the plat or plats recorded in connection with the initial phase of the Property and such portions of the Annexation Property have been submitted to this Declaration, and (ii) such drives, roadways, walkways and paths as may be constructed in the future;

(b) An easement for the purpose of installing, operating, maintaining and replacing wires, pipes, conduits and other structures and facilities necessary to the furnishing of gas, water sewage, storm drainage, electricity, telephone and other utilities and services, including the right to use in common with the Owners in the initial phase of the Property and portions of the Annexation Property

previously submitted to this Declaration, the wires, pipes, conduits and other structures and facilities furnishing such utilities and services to such Owners.

The only limitation on the right of the Owner or Owners of those portions of the Annexation Property not submitted to this Declaration to make use of the perpetual easements granted in this Section 7 shall be that use of the easements of ingress and egress granted in Section 7(a) shall be limited to access to a residential development only (either single or multifamily, rental or otherwise). The easements reserved in this Section 7 are in addition to any easements or rights created elsewhere in this Declaration or in other easements of record. The provisions of this Section 7 may not be amended without the written consent of the Declarant and the Owner of record of any portion of the Annexation Property which has not become a part of the Property.

ARTICLE IX RECREATIONAL FACILITIES

Section 1. Recreational Facilities. Somerset at Henderson Village, Inc. (hereinafter referred to as "SAHVI") is the holder of a leasehold estate in the property described on Exhibit "D" attached hereto and made a part hereof (hereinafter referred to as the "Recreational Area") and upon completion of certain amenities on such property will be entitled to become the owner of such Recreational Area. Somerset at Henderson Village, Inc. hereby sub-leases the Recreational Area to the Association for a period ending December 31, 1987. The Association shall have the right to renew the sub-lease on the Recreational Area for twenty-nine (29) additional one year periods by giving Somerset at Henderson Village, Inc. written notice of the Association's intent to renew the lease at least thirty (30) days prior to the expiration of each lease period. Somerset at Henderson Village, Inc. is in the process of constructing, or planning the construction of, a clubhouse, a swimming pool and two tennis courts on the property in accordance with plans and specifications approved or to be approved by Somerset at Henderson Village, Inc. The Association shall pay as rental for such lease the sum equal to the actual cost to operate, repair, replace and maintain the Recreational Area, the cost of insurance and taxes covering the Recreational Area. The lease payment shall not include the cost to complete the initial construction of the improvements to be located in the Recreational Area.

The lease payments shall be estimated quarterly in advance and one third of such estimate shall be paid monthly in advance on the first day of each month. Within thirty days following the end of each calendar quarter, Somerset at Henderson Village, Inc. shall provide the Association an accounting of all expenses incurred which comprise the lease payments. Within fifteen (15) days of receipt of such accounting, the Association shall remit to SAHVI any deficiency between the estimated lease payments paid for such quarter and the lease payments as determined by such accounting. Any excess estimated lease payments shall be retained by SAHVI and shall be considered an estimated lease payment of the next quarter. In the event the Association defaults in the payment of any lease payments due to SAHVI hereunder which default continues for a period of thirty (30) days after receipt by the Association of written notice of such default, SAHVI shall have the right to terminate the lease described herein.

The Association, by execution hereof, agrees to establish annual assessments, special assessments and a sufficient working capital fund to be imposed upon the owners of Lots in an amount sufficient to pay the lease payments set forth above. Somerset at Henderson Village, Inc. shall give an annual accounting of the expenses incurred by Somerset at Henderson Village, Inc. and the Association shall have a period of sixty days to pay any deficiency and Somerset at Henderson Village, Inc. shall retain any excess lease payments received to be applied toward the next years rental payments; provided, however, that if the Association fails to renew the lease, such excess funds shall be returned to the Association.

At such time as the Declarant has purchased from Somerset at Henderson Village, Inc. a sufficient number of lots whose purchase prices aggregate \$2,184,000.00, Somerset at Henderson Village, Inc. shall convey to the Association the Recreational Area, free and clear of any security deeds and free of indebtedness other than taxes for the year in which the conveyance is made.

For so long as the lease set forth herein is in effect and subject to the Declarant's rights contained herein, the Association shall have the right to allow Owners of Lots to use the Recreational Area as if such Recreational Area were a Common Area.

For as long as the lease described herein is in effect, the Declarant shall have the right to maintain a sales office in the clubhouse for the benefit of the Declarant and any builder who purchases a Lot from the Declarant for the purpose of erecting a dwelling thereon for so long as the option to submit portions of the Annexation Property to this Declaration as provided herein exists and thereafter for so long as the Declarant or its successors builds on or owns any Lot for sale in the ordinary course of business.

IN WITNESS WHEREOF, Declarant has executed this instrument and seal this 26th day of June, 1987.

Signed, sealed and delivered
on the ____ day of _____,
1987, in the presence of:

D.D.C. CONTRACTING COMPANY

Witness

By: _____
William H. Swartz
President

Notary Public

[CORPORATE SEAL]

My Commission Expires: _____

[NOTARY SEAL]

Somerset at Henderson Village, Inc. hereby joins in the execution of this Declaration for the purpose of consenting to the terms and conditions set forth in Article IX.

Signed, sealed and delivered
on the ____ day of _____,
1987, in the presence of:

SOMERSET AT HENDERSON
VILLAGE, INC.

Witness

By: _____
Richard Dennis
President

Notary Public

[CORPORATE SEAL]

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 1122 and 1183, 2nd District, 2nd Section, Fulton County, Georgia, being Lot 6, Somerset at Henderson Village (Phase One), as per plat recorded in Plat Book 148, Page 81, Fulton County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.

All that tract or parcel of land lying and being in Land Lots 1122 and 1183, 2nd District, 2nd Section, Fulton County, Georgia, being Lot 7, Somerset at Henderson Village (Phase One), as per plat recorded in Plat Book 148, Page 81, Fulton County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia, being Lot 12, Somerset at Henderson Village (Phase One), as per plat recorded in Plat Book 148, Page 81, Fulton County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia, being Lot 14, Somerset at Henderson Village (Phase One), as per plat recorded in Plat Book 148, Page 81, Fulton County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at the northeast corner of Lot 10, of Somerset at Henderson Village (Phase One) as more particularly shown on that certain plat of survey recorded in Plat Book 148, Page 81, Fulton County, Georgia records; run thence south 76 degrees 51 minutes 37 seconds west a distance of 52.00 feet to an iron pin found; continuing thence south 76 degrees 51 minutes 37 seconds west a distance of 48.0 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 46.14 feet to an iron pin found and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING as thus established, run thence south 88 degrees 22 minutes 32 seconds west a distance of 68.86 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 23.94 feet to an iron pin found; running thence north 13 degrees 40 minutes 46 seconds east a distance of 80.00 feet to an iron pin found; running thence north 24 degrees 31 minutes 40 seconds east a distance of 28.00 feet to an iron pin found on the southwesterly cul-de-sac of N. Somerset Lane; running thence along an arc of a curve to the left along the southerly right-of-way of said N. Somerset Lane an arc distance of 35.00 feet to an iron pin found (said arc being subtended by a chord bearing south 85 degrees 31 minutes 34 seconds east a chord distance of 34.29 feet); running thence south 15 degrees 34 minutes 47 seconds east a distance of 104.17 feet to an iron pin found at the TRUE POINT OF BEGINNING, being Lot 27, Somerset at Henderson Village, Phase II and being more particularly shown on that certain plat of survey for D. D. C. Contracting Co. prepared by Paul Lee Consulting Engineering Associates, Inc., dated March 25, 1987 and bearing the certification and seal of Paul E. Lee, Georgia Registered Land Surveyor No. 1715.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at the northeast corner of Lot 10, of Somerset at Henderson Village (Phase One) as more particularly shown on that certain plat of survey recorded in Plat Book 148, Page 81, Fulton County, Georgia records; run thence south 76 degrees 51 minutes 37 seconds west a distance of 52.00 feet to an iron pin found; continuing thence south 76 degrees 51 minutes 37 seconds west a distance of 48.0 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 46.14 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 68.86 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 23.94 feet to an iron pin found and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING as thus established, run thence north 85 degrees 46 minutes 07 seconds west a distance of 130.53 feet to an iron pin found on the easterly right-of-way of Henderson Parkway (having a 60 foot right-of-way); running thence along an arc of a curve to the right along the easterly right-of-way of said Henderson Parkway an arc distance of 77.53 feet to an iron pin found (said arc being subtended by a chord bearing north 14 degrees 52 minutes 17 seconds west a chord distance of 76.87 feet); running thence north 82 degrees 36 minutes 11 seconds east a distance of 139.93 feet to an iron pin found; running thence north 53 degrees 10 minutes 30 seconds east a distance of 28.00 feet to an iron pin found on the southwesterly cul-de-sac of N. Somerset Lane; running thence along an arc of a curve to the left along the southwesterly cul-de-sac of N. Somerset Lane an arc distance of 25.00 feet to an iron pin found (said arc being subtended by a chord bearing south 51 degrees 08 minutes 55 seconds east a chord distance of 24.74 feet); running thence south 24 degrees 31 minutes 40 seconds west a distance of 28.00 feet to an iron pin found; running thence south 13 degrees 40 minutes 46 seconds west a distance of 80.00 feet to an iron pin found and the TRUE POINT OF BEGINNING, being Lot 28, Somerset at Henderson Village, Phase II and being more particularly shown on that certain plat of survey for D. D. C. Contracting Co., prepared by Paul Lee Consulting Engineering Associates, Inc., dated March 25, 1987 and bearing the certification and seal of Paul E. Lee, Georgia Registered Land Surveyor No. 1715.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at the northeast corner of Lot 10, of Somerset at Henderson Village (Phase One) as more particularly shown on that certain plat of survey recorded in Plat Book 148, Page 81, Fulton County, Georgia records; run thence south 76 degrees 51 minutes 37 seconds west a distance of 52.00 feet to an iron pin found; continuing thence south 76 degrees 51 minutes 37 seconds west a distance of 48.0 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 46.14 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 68.86 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 23.94 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 130.53 feet to an iron pin found on the easterly right-of-way of Henderson Parkway (having a 60 foot right-of-way); running thence along an arc of a curve to the right along the easterly right-of-way of said Henderson Parkway an arc distance of 77.53 feet to an iron pin found (said arc being subtended by a chord bearing north 14 degrees 52 minutes 17 seconds west a chord distance of 76.87 feet); running thence along an arc of a curve to the right along the easterly right-of-way of said Henderson Parkway an arc distance of 76.0 feet to an iron pin found (said arc being subtended by a chord bearing north 10 degrees 49 minutes 06 seconds east a chord distance of 75.38 feet); running

thence north 23 degrees 32 minutes 10 seconds east along the southeasterly right-of-way of Henderson Parkway a distance of 93.87 feet to an iron pin found; running thence along the southeasterly right-of-way of said Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 52.00 feet to an iron pin found and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING as thus established, running thence along the southeasterly right-of-way of said Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 52.00 feet to an iron pin found; running thence south 66 degrees 27 minutes 50 seconds east a distance of 131.46 feet to an iron pin found on the northwesterly right-of-way of N. Somerset Lane; running thence along an arc of a curve to the left along the northwesterly right-of-way of said N. Somerset Lane an arc distance of 52.38 feet to an iron pin found (said arc being subtended by a chord bearing south 27 degrees 32 minutes 59 seconds west a chord distance of 52.13 feet); running thence north 66 degrees 27 minutes 50 seconds west a distance of 127.82 feet to an iron pin found at the TRUE POINT OF BEGINNING, being Lot 32, Somerset at Henderson Village, Phase II and being more particularly shown on that certain plat of survey for D. D. C. Contracting Co., prepared by Paul Lee Consulting Engineering Associates, Inc., dated March 25, 1987 and bearing the certification and seal of Paul E. Lee, Georgia Registered Land Surveyor No. 1715.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at the northeast corner of Lot 10, of Somerset at Henderson Village (Phase One) as more particularly shown on that certain plat of survey recorded in Plat Book 148, Page 81, Fulton County, Georgia records; run thence south 76 degrees 51 minutes 37 seconds west a distance of 52.00 feet to an iron pin found; continuing thence south 76 degrees 51 minutes 37 seconds west a distance of 48.0 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 46.14 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 68.86 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 23.94 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 130.53 feet to an iron pin found on the easterly right-of-way of Henderson Parkway (having a 60 foot right-of-way); running thence along an arc of a curve to the right along the easterly right-of-way of said Henderson Parkway an arc distance of 77.53 feet to an iron pin found (said arc being subtended by a chord bearing north 14 degrees 52 minutes 17 seconds west a chord distance of 76.87 feet); running thence along an arc of a curve to the right along the easterly right-of-way of said Henderson Parkway an arc distance of 76.0 feet to an iron pin found (said arc being subtended by a chord bearing north 10 degrees 49 minutes 06 seconds east a chord distance of 75.38 feet); running thence north 23 degrees 32 minutes 10 seconds east along the southeasterly right-of-way of Henderson Parkway a distance of 93.87 feet to an iron pin found; running thence along the southeasterly right-of-way of said Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 52.00 feet to an iron pin found; running thence along the southeasterly right-of-way of Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 52.00 feet to an iron pin found and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING as thus established, run thence along the right-of-way of said Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 80.13 feet to an iron pin found; running thence south 89 degrees 17 minutes 02 seconds east a distance of 118.28 feet to an iron pin found; running thence south 00 degrees 42 minutes 58 seconds west a distance of 130.05 feet to an iron pin found on the northwesterly right-of-way of said N. Somerset Lane; running thence along an arc of

a curve to the left along the northwesterly right-of-way of said N. Somerset Lane an arc distance of 25.00 feet to an iron pin found (said arc being subtended by a chord bearing south 56 degrees 38 minutes 13 seconds west a chord distance of 24.97 feet); running thence north 37 degrees 59 minutes 02 seconds west a distance of 25.00 feet to an iron pin found; running thence north 65 degrees 08 minutes 26 seconds west a distance of 123.87 feet to an iron pin found and the TRUE POINT OF BEGINNING, being Lot 34, Somerset at Henderson Village, Phase II and being more particularly shown on that certain plat of survey for D. D. C. Contracting Co., prepared by Paul Lee Consulting Engineering Associates, Inc., dated March 25, 1987 and bearing the certification and seal of Paul E. Lee, Georgia Registered Land Surveyor No. 1715.

EXHIBIT "B"

(Description of Land)

TRACT 2-A

ALL THAT TRACT or parcel of land lying and being in Land Lots 1122 and 1183, 2nd District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point located on the southeasterly right-of-way of Henderson Parkway, 643.00 feet southwesterly from the intersection of the southeasterly right-of-way of said Henderson Parkway with the southerly right-of-way of State Highway No. 9 (said point of intersection being 50 feet from the center line of said State Highway No. 9); running thence south 89 degrees 17 minutes 02 seconds east a distance of 565.15 feet to an axle; running thence south 89 degrees 16 minutes 12 seconds east a distance of 107.33 feet to an iron pin found (being a 1-1/2 inch crimp-top pipe); running thence south 89 degrees 10 minutes 10 seconds east a distance of 505.78 feet to an axle; running thence south 00 degrees 02 minutes 23 seconds east a distance of 678.90 feet to an iron pin found (being a 1-inch crimp-top pipe); running thence south 71 degrees 15 minutes 15 seconds east a distance of 1.39 feet to a maple tree at the northwest corner of Land Lot 1184; running thence south 18 degrees 55 minutes 46 seconds west a distance of 487.46 feet to an iron pin set on the northeasterly right-of-way of said Henderson Parkway; running thence along an arc of a curve to the right along the northeasterly right-of-way of said Henderson Parkway an arc distance of 53.28 feet (said arc being subtended by a chord bearing north 24 degrees 20 minutes 12 seconds west a chord distance of 53.24 feet, said arc having a radius of 394.09 feet); continuing thence along the northeasterly right-of-way of said Henderson Parkway north 20 degrees 27 minutes 50 seconds west a distance of 187.00 feet to a point; running thence along an arc of a curve to the left an arc distance of 509.70 feet (said arc being subtended by a chord bearing north 59 degrees 57 minutes 50 seconds west a chord distance of 470.27 feet, said arc having a radius of 369.67 feet); running thence along the northerly right-of-way of said Henderson Parkway south 80 degrees 32 minutes 10 seconds west a distance of 300.00 feet to a point; running thence along an arc of a curve to the right an arc distance of 235.40 feet (said arc being subtended by a chord bearing north 67 degrees 42 minutes 50 seconds west a chord distance of 223.53 feet, said arc having a radius of 212.40 feet); continuing thence along the northeasterly right-of-way of said Henderson Parkway north 35 degrees 57 minutes 50 seconds west a distance of 235.00 feet to a point; running thence along the northeasterly, easterly and southeasterly right-of-way of said Henderson Parkway along an arc of a curve to the right an arc distance of 177.80 feet (said arc being subtended by a chord bearing north 06 degrees 12 minutes 50 seconds west a chord distance of 169.91 feet, said arc having a radius of 171.21 feet); running thence along the southeasterly right-of-way of said Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 330.00 feet to a point and the point of BEGINNING, said tract containing 22.1414 acres and being more particularly shown as Tract 2-A on that certain Plat of Survey prepared by Brumbelow-Reese & Assoc., Inc., and bearing the Certification and Seal of Rodney H. Reese, R.L.S., Number 2072, and also being shown as Tract 2-A, Henderson Village, Phase 2, Unit 2, as recorded in Plat Book 138, Page 4, Fulton County, Georgia Records.

TRACT 2-B

ALL THAT TRACT or parcel of land lying and being in Land Lot 1183, 2nd District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point located on the southern right-of-way of Henderson Parkway 144.93 feet easterly from the intersection of the southerly right-of-way of said Henderson Parkway with the easterly

EXHIBIT "B" – CONTINUED

right-of-way of Henderson Court (having a 60-foot right-of-way); running thence along the southerly right-of-way of said Henderson Parkway north 80 degrees 32 minutes 10 seconds east a distance of 55.55 feet to a point; continuing thence along the right-of-way of said Henderson Parkway and following the curvature thereof along an arc of a curve to the right an arc distance of 510.54 feet (said arc being subtended by a chord bearing south 65 degrees 35 minutes 20 seconds east a chord distance of 481.32 feet, said arc having a radius of 431.76 feet); continuing thence along the southwesterly right-of-way of said Henderson Parkway south 31 degrees 42 minutes 50 seconds east a distance of 253.44 feet to an iron pin set; running thence south 57 degrees 10 minutes 00 seconds west a distance of 813.98 feet to an iron pin set; running thence north 19 degrees 30 minutes 00 seconds east a distance of 460.00 feet to an iron pin set; running thence north 00 degrees 00 seconds 00 minutes east a distance of 160.00 feet to an iron pin set; running thence north 20 degrees 45 minutes 11 seconds west a distance of 270.67 feet to an iron pin set and the point of BEGINNING, containing 6.6245 acres and being more particularly shown as Tract 2-B on that certain Plat of Survey prepared by Brumbelow-Reese & Assoc., Inc., and bearing the Certification and Seal of Rodney H. Reese, R.L.S. Number 2072, and also being shown as Tract 2-B, Henderson Village, Phase 2, Unit 2, as recorded in Plat Book 138, Page 4, Fulton County, Georgia Records.

LESS AND EXCEPT FROM THE ABOVE-DESCRIBED PROPERTY IS THE PROPERTY DESCRIBED ON PAGES 3, 4, 5 AND 6 OF THIS EXHIBIT "B".

EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lots 1122 and 1183, 2nd District, 2nd Section, Fulton County, Georgia, being Lot 6, Somerset at Henderson Village (Phase One), as per plat recorded in Plat Book 148, Page 81, Fulton County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

All that tract or parcel of land lying and being in Land Lots 1122 and 1183, 2nd District, 2nd Section, Fulton County, Georgia, being Lot 7, Somerset at Henderson Village (Phase One), as per plat recorded in Plat Book 148, Page 81, Fulton County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia, being Lot 12, Somerset at Henderson Village (Phase One), as per plat recorded in Plat Book 148, Page 81, Fulton County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia, being Lot 14, Somerset at Henderson Village (Phase One), as per plat recorded in Plat Book 148, Page 81, Fulton County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at the northeast corner of Lot 10, of Somerset at Henderson Village (Phase One) as more particularly shown on that certain plat of survey recorded in Plat Book 148, Page 81, Fulton County, Georgia records; run thence south 76 degrees 51 minutes 37 seconds west a distance of 52.00 feet to an iron pin found; continuing thence south 76 degrees 51 minutes 37 seconds west a distance of 48.0 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 46.14 feet to an iron pin found and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING as thus established, run thence south 88 degrees 22 minutes 32 seconds west a distance of 68.86 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 23.94 feet to an iron pin found; running thence north 13 degrees 40 minutes 46 seconds east a distance of 80.00 feet to an iron pin found; running thence north 24 degrees 31 minutes 40 seconds east a distance of 28.00 feet to an iron pin found on the southwesterly cul-de-sac of N. Somerset Lane; running thence along an arc of a curve to the left along the southerly right-of-way of said N. Somerset Lane an arc distance of 35.00 feet to an iron pin found (said arc being subtended by a chord bearing south 85 degrees 31 minutes 34 seconds east a chord distance of 34.29 feet); running thence south 15 degrees 34 minutes 47 seconds east a distance of 104.17 feet to an iron pin found at the TRUE POINT OF BEGINNING, being Lot 27, Somerset at Henderson Village, Phase II and being more particularly shown on that certain plat of survey for D. D. C. Contracting Co. prepared by Paul Lee Consulting Engineering Associates, Inc., dated March 25, 1987 and bearing the certification and seal of Paul E. Lee, Georgia Registered Land Surveyor No. 1715.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at the northeast corner of Lot 10, of Somerset at Henderson Village (Phase One) as more particularly shown on that certain plat of survey recorded in Plat Book 148, Page 81, Fulton County, Georgia records; run thence south 76 degrees 51 minutes 37 seconds west a distance of 52.00 feet to an iron pin found; continuing thence south 76 degrees 51 minutes 37 seconds west a distance of 48.0 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 46.14 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 68.86 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 23.94 feet to an iron pin found and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING as thus established, run thence north 85 degrees 46 minutes 07 seconds west a distance of 130.53 feet to an iron pin found on the easterly right-of-way of Henderson Parkway (having a 60 foot right-of-way); running thence along an arc of a curve to the right along the easterly right-of-way of said Henderson Parkway an arc distance of 77.53 feet to an iron pin found (said arc being subtended by a chord bearing north 14 degrees 52 minutes 17 seconds west a chord distance of 76.87 feet); running thence north 82 degrees 36 minutes 11 seconds east a distance of 139.93 feet to an iron pin found; running thence north 53 degrees 10 minutes 30 seconds east a distance of 28.00 feet to an iron pin found on the southwesterly cul-de-sac of N. Somerset Lane; running thence along an arc of a curve to the left along the southwesterly cul-de-sac of N. Somerset Lane an arc distance of 25.00 feet to an iron pin found (said arc being subtended by a chord bearing south 51 degrees 08 minutes 55 seconds east a chord distance of 24.74 feet); running thence south 24 degrees 31 minutes 40 seconds west a distance of 28.00 feet to an iron pin found; running thence south 13 degrees 40 minutes 46 seconds west a distance of 80.00 feet to an iron pin found and the TRUE POINT OF BEGINNING, being Lot 28, Somerset at Henderson Village, Phase II and being more particularly shown on that certain plat of survey for D. D. C. Contracting Co., prepared by Paul Lee Consulting Engineering Associates, Inc., dated March 25, 1987 and bearing the certification and seal of Paul E. Lee, Georgia Registered Land Surveyor No. 1715.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at the northeast corner of Lot 10, of Somerset at Henderson Village (Phase One) as more particularly shown on that certain plat of survey recorded in Plat Book 148, Page 81, Fulton County, Georgia records; run thence south 76 degrees 51 minutes 37 seconds west a distance of 52.00 feet to an iron pin found; continuing thence south 76 degrees 51 minutes 37 seconds west a distance of 48.0 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 46.14 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 68.86 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 23.94 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 130.53 feet to an iron pin found on the easterly right-of-way of Henderson Parkway (having a 60 foot right-of-way); running thence along an arc of a curve to the right along the easterly right-of-way of said Henderson Parkway an arc distance of 77.53 feet to an iron pin found (said arc being subtended by a chord bearing north 14 degrees 52 minutes 17 seconds west a chord distance of 76.87 feet); running thence along an arc of a curve to the right along the easterly right-of-way of said Henderson Parkway an arc distance of 76.0 feet to an iron pin found (said arc being subtended by a chord bearing north 10 degrees 49 minutes 06 seconds east a chord distance of 75.38 feet); running

thence north 23 degrees 32 minutes 10 seconds east along the southeasterly right-of-way of Henderson Parkway a distance of 93.87 feet to an iron pin found; running thence along the southeasterly right-of-way of said Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 52.00 feet to an iron pin found and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING as thus established, running thence along the southeasterly right-of-way of said Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 52.00 feet to an iron pin found; running thence south 66 degrees 27 minutes 50 seconds east a distance of 131.46 feet to an iron pin found on the northwesterly right-of-way of N. Somerset Lane; running thence along an arc of a curve to the left along the northwesterly right-of-way of said N. Somerset Lane an arc distance of 52.38 feet to an iron pin found (said arc being subtended by a chord bearing south 27 degrees 32 minutes 59 seconds west a chord distance of 52.13 feet); running thence north 66 degrees 27 minutes 50 seconds west a distance of 127.82 feet to an iron pin found at the TRUE POINT OF BEGINNING, being Lot 32, Somerset at Henderson Village, Phase II and being more particularly shown on that certain plat of survey for D. D. C. Contracting Co., prepared by Paul Lee Consulting Engineering Associates, Inc., dated March 25, 1987 and bearing the certification and seal of Paul E. Lee, Georgia Registered Land Surveyor No. 1715.

All that tract or parcel of land lying and being in Land Lot 1122, 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at the northeast corner of Lot 10, of Somerset at Henderson Village (Phase One) as more particularly shown on that certain plat of survey recorded in Plat Book 148, Page 81, Fulton County, Georgia records; run thence south 76 degrees 51 minutes 37 seconds west a distance of 52.00 feet to an iron pin found; continuing thence south 76 degrees 51 minutes 37 seconds west a distance of 48.0 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 46.14 feet to an iron pin found; running thence south 88 degrees 22 minutes 32 seconds west a distance of 68.86 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 23.94 feet to an iron pin found; running thence north 85 degrees 46 minutes 07 seconds west a distance of 130.53 feet to an iron pin found on the easterly right-of-way of Henderson Parkway (having a 60 foot right-of-way); running thence along an arc of a curve to the right along the easterly right-of-way of said Henderson Parkway an arc distance of 77.53 feet to an iron pin found (said arc being subtended by a chord bearing north 14 degrees 52 minutes 17 seconds west a chord distance of 76.87 feet); running thence along an arc of a curve to the right along the easterly right-of-way of said Henderson Parkway an arc distance of 76.0 feet to an iron pin found (said arc being subtended by a chord bearing north 10 degrees 49 minutes 06 seconds east a chord distance of 75.38 feet); running thence north 23 degrees 32 minutes 10 seconds east along the southeasterly right-of-way of Henderson Parkway a distance of 93.87 feet to an iron pin found; running thence along the southeasterly right-of-way of said Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 52.00 feet to an iron pin found; running thence along the southeasterly right-of-way of said Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 52.00 feet to an iron pin found and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING as thus established, run thence along the right-of-way of said Henderson Parkway north 23 degrees 32 minutes 10 seconds east a distance of 80.13 feet to an iron pin found; running thence south 89 degrees 17 minutes 02 seconds east a distance of 118.28 feet to an iron pin found; running thence south 00 degrees 42 minutes 58 seconds west a distance of 130.05 feet to an iron pin found on the northwesterly right-of-way of said N. Somerset Lane; running thence along an arc of

a curve to the left along the northwesterly right-of-way of said N. Somerset Lane an arc distance of 25.00 feet to an iron pin found (said arc being subtended by a chord bearing south 56 degrees 38 minutes 13 seconds west a chord distance of 24.97 feet); running thence north 37 degrees 59 minutes 02 seconds west a distance of 25.00 feet to an iron pin found; running thence north 65 degrees 08 minutes 26 seconds west a distance of 123.87 feet to an iron pin found and the TRUE POINT OF BEGINNING, being Lot 34, Somerset at Henderson Village, Phase II and being more particularly shown on that certain plat of survey for D. D. C. Contracting Co., prepared by Paul Lee Consulting Engineering Associates, Inc., dated March 25, 1987 and bearing the certification and seal of Paul E. Lee, Georgia Registered Land Surveyor No. 1715.

EXHIBIT "C"

NOTICE AND CLAIM OF LIEN

STATE OF GEORGIA

COUNTY OF _____

Somerset at Henderson Village Homeowners' Association, Inc. (hereinafter referred to as the "Association") hereby gives notice of and claims a lien upon the land and buildings of _____

_____ which land and property is more particularly described as follows:

This Notice and Claim of Lien is in favor of the Association and is for the benefit of all other owners of property in that certain community known as "Somerset at Henderson Village". Said lien is created and provided for pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Somerset at Henderson Village recorded in Deed Book _____, Page _____, Fulton County, Georgia records, as amended from time to time (hereinafter referred to as the "Declaration"). Said Notice and Claim of Lien is filed to give notice of non-payment of assessments which are provided for in Article IV of said Declaration with the amount of such past due assessments (exclusive of interest, cost of collection, attorney's fees) being in the amount of \$ _____ as of the _____ day of _____, 19____. This Notice and Claim of Lien is a continuing lien on the property described above and shall cover all future assessments which become past due together with interest, cost of collection and attorney's fees thereon as provided in the Declaration.

This Notice and Claim of Lien is executed this _____ day of _____, 19____ by the undersigned Association.

Signed, sealed and delivered in the presence of:

SOMERSET AT HENDERSON VILLAGE HOMEOWNERS' ASSOCIATION, INC.

Witness

By: _____

Notary Public

Title: _____

[CORPORATE SEAL]

Date of Notarization:

My Commission Expires:

975 Johnson Ferry Road
Suite 450
Atlanta, Georgia 30342
(404) 252-0700

EXHIBIT "D"

All that tract or parcel of land lying and being in Land Lots 1122 and 1183, 2nd District, 2nd Section, Fulton County, Georgia and being more particularly described as follows:

Commencing at the intersection of the easterly right-of-way of North Somerset Lane with the northerly right-of-way of Henderson Parkway; running thence along an arc of a curve to the right along the easterly right-of-way of North Somerset Lane an arc distance of 101.63 feet (said arc being subtended by a chord bearing north 06 degrees 29 minutes 47 seconds west a chord distance of 101.38 feet); running thence along the easterly right-of-way of said North Somerset Lane north 00 degrees 30 minutes 57 seconds east a distance of 101.38 feet to a point; running thence south 79 degrees 30 minutes 00 seconds east a distance of 62.0 feet to a point; running thence south 79 degrees 30 minutes 00 seconds east a distance of 47.0 feet to a point; running thence south 79 degrees 48 minutes 55 seconds east a distance of 55.94 feet to a point; running thence south 79 degrees 48 minutes 55 seconds east a distance of 45.0 feet to a point; running thence south 73 degrees 26 minutes 14 seconds east a distance of 16.0 feet to a point; running thence south 83 degrees 57 minutes 25 seconds east a distance of 56.0 feet to a point; running thence south 87 degrees 04 minutes 36 seconds east a distance of 82.0 feet to a point; running thence south 00 degrees 02 minutes 07 seconds east a distance of 337.59 feet to a point located on the northeasterly right-of-way of said Henderson Parkway; running thence along an arc of a curve to the left along the northerly right-of-way of Henderson Parkway and the point of beginning an arc distance of 417.88 feet (said arc being subtended by a chord bearing north 61 degrees 48 minutes 25 seconds west a chord distance of 395.99 feet).

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