

SpringWater
PLANTATION

DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS

GEORGIA, COWETA COUNTY, CLERK SUPERIOR COURT
Filed in office this 22 day of Dec
19 07 at 10:24 A.M. Recorded in Book 455
22 this 22 day of Dec 19 07
[Signature] Clerk

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hereinafter set forth.

or any successor in interest to LANDWARD, INC. to all or any portion of the Property then subject to this Declaration, provided in the instrument of conveyance to any such successor in title or interest, such successor in title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the Developer hereunder at the time of such conveyance.

Section 8. "Lake" shall mean and refer to the Lake located on the Property and shown on the Plat, as well as any other lake property subjected to the within covenants, conditions, restrictions and easements.

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Section 9. "Lot" shall mean and refer to residential Lots 1 through 54, inclusive, Phase I of Springwater Plantation Subdivision, as shown upon the Plat, as well as any future lots subjected to the within covenants, conditions, restrictions and easements by the Developer in Springwater Plantation Subdivision or any expansion thereof by Developer.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 12. "Plat" shall mean and refer to that certain Plat of Survey prepared by Landmark Survey dated August 6, 1987 and recorded in Plat Book 44, Page 1-4, in the Office of the Clerk of the Superior Court of Coweta, Georgia.

Section 13. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto.

Section 14. "Structure" shall mean and refer to: (i) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 14 applies to such change.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall

have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

Class A

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

Class B

The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events:

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- a) seven (7) years from the date of this Declaration; or
- b) when, in its discretion, the Developer so determines.

ARTICLE IV
PROPERTY RIGHTS

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

(a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area (including specifically the Lake).

(b) the right of the Association to borrow money for the purpose of improving the Common Area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and, upon the assent of two-thirds of the Class A members and the Class B members, if any, to give as security a mortgage conveying all or any portion of the Common Area. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interests, easements and privileges herein reserved or established for the benefit of Developer, any Owner, or the holder of any mortgage, irrespective of when executed, given by Developer.

(c) the right of the Association to dedicate or transfer all or any part of the 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 two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded.

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

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

Section 3. Title to Common Area. (a) Notwithstanding any provision to the contrary herein, title to the Common Area (except the Lake) will be conveyed to the Association by the Developer after all lots placed for sale by the Developer have been sold or at such earlier time as the Developer may elect, and only at such time shall the Association have the right to control said Common Area (except the Lake) subject to the terms herein. Prior to that time, the Developer shall control the Common Area (except the Lake). (b) Notwithstanding any provision to the contrary herein, no Owner will be obligated to transfer title to that portion of his Lot which lies under the Lake to the Association. Notwithstanding any provision herein to the contrary, the right of the Association to control the Lake and adopt rules and regulations governing the use thereof pursuant to Article IV, Section (a) shall exist only after the Developer gives written notice to the Association which authorizes them to exercise this right. The notice shall be given by the Developer after the construction of the Lake has been fully completed and the bed of the Lake has been completely filled, or at such earlier time as the Developer may elect. Prior to this notice being given, the Developer shall have the right to control the Lake area and the bed of the Lake. This right shall be in addition to the Developer's easement for constructing the Lake. (c) At that point in time when the Developer transfers title of his property to the Association, and said property is part of the Common Area, Developer may place a provision in the deed which provides that title to the subject property will revert to the Developer if the property ceases to be used as a Common Area for the benefit of the Association.

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

ARTICLE V COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, 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, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorneys fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal

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obligation of the person who was the Owner of such Lot at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

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

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

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

Section 6. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots. During the three-year period ending on the third anniversary of the date of the filing of this Declaration, assessments attributable to any one Lot shall not exceed \$25.00 per month, so long as there is a Class B member.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on January 1, 1988. Anything contained herein to the contrary notwithstanding, Developer on behalf of itself and its successors and assigns, covenants and agrees to pay the annual assessments for each Lot owned by Developer which contains an occupied residence; provided, however, Developer shall not be responsible for assessments on Lots not containing an occupied residence. The due dates shall be established by the Developer until such time as there is no longer a Class B member. Upon demand, and for a reasonable charge, the Association shall furnish a Certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot which have been paid. A properly executed Certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association in connection with the foreclosure of said lien the irrevocable power of attorney to sell the said Lot subject to the aforesaid lien at the usual place for conducting sales at the courthouse in Coweta County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of said sale once a week for four (4) weeks immediately preceding such sale in the paper in Sheriff's advertisements for Coweta County, Georgia are published. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold,

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lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

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

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

ARTICLE VI MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks, parking areas and buildings and other improvements situated within the Common Area, (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Common Area, and (iii) the Lake, all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area. The right of the Association to maintain the Lake is accompanied with the right to raise or lower the water level as deemed appropriate by the Association. In the event the Association at any time drains the Lake, the Association shall have the right to again fill the same as long as the Association votes in favor thereof. No Owner shall have the right to bar the same as long as the Association votes to refill the Lake bed.

Section 2. Owner's Responsibility. Each Owner shall keep and maintain each Lot owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If in the opinion of the Architectural Control Committee, any Owner shall fail to perform the duties imposed by this Section, the Architectural Control Committee shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within twenty (20) days after the mailing of said written notice by Certified mail, then the Architectural Control Committee shall have the Right of Abatement as provided in Article IX hereof. Guidelines relating to the maintenance of Structures and landscaping may be included in the Development Guidelines of the Architectural Control Committee.

ARTICLE VII EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Developer or the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

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

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(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility; (d) For the use of the Common Area and any sales offices, model units and parking spaces in connection with its efforts to market Lots;

(e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots;

(f) Lake access for maintenance for portions of the Property abutting the Lake, which easements may be transferred to the Association;

(g) Road access to adjoining properties.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

ARTICLE VIII GENERAL COVENANTS AND RESTRICTIONS

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

Section 1. Residential Use. All Lots shall be restricted to residential use or road access to adjoining properties.

Section 2. Common Area. The Common Area shall be comprised of those areas designated as "Springwater Lake", "Park Area", and landscaped entrance parcels "L-1" and "L-2" as specified on Plat. The exact boundary of the Common Area designated as "Springwater Lake" shall be the outer boundary line of said Lake, and the exact location of said boundary line shall vary depending upon the level of the water. The Common Area shall be used by the owners and their agents, servants, tenants, and family members. No power boat with gasoline engines shall be used on Springwater Lake, and there shall be no swimming except in areas designated as such by the Association. No dock or pier shall be constructed on any portion of the Property unless the Architectural Control Committee first approves the design,

materials, location and placement of the same. The Common Area shall be maintained by the Association.

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

- (a) Signs required by legal proceedings.
- (b) Not more than one For Sale or Rent sign and be not more than four square feet in area.
- (c) Directional signs for vehicle or pedestrian safety.
- (d) All signs shall be removed promptly after transaction is completed.

Section 4. Fences. All fences shall be approved by the Architectural Control Committee before construction.

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

Section 6. Antennae. No antennae or earth satellite disk for the transmission or reception of television or radio signals or the like shall be installed or maintained on the exterior of any Structure or on any Parcel exposed to view from any other Parcel except, in accordance with plans and specifications approved by the Architectural Control Committee. To the extent this prohibition is not permitted by law, no such antennae shall be so installed or maintained without the prior written approval of the Architectural Control Committee of plans and specifications for such antennae.

Section 7. Recreational Vehicles and Trailers. No mobile homes shall be placed on the Property. The Architectural Control Committee, in reviewing the plans and specifications for any proposed Structure, may require that special parking areas be made available for recreational vehicles. No trailer, tractor trailer and/or their cabs, trailer house, boat, or recreational vehicle shall be brought upon or parked on any Lot except on such special parking areas as specified by the Architectural Control Committee pursuant to this Section. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building or trailer must be specifically approved by the Architectural Control Committee prior to its being moved onto the construction site. Notwithstanding anything herein to the contrary, Developer may place a modular or mobile home on the Property for use as a temporary Sales Office.

Section 8. Outside Storage. Outside storage of personal property shall not be allowed unless screened by enclosures, fences or other devices for which plans and specifications have

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been approved by the Architectural Control Committee. Guidelines for screening of such outside storage shall be included in the Development Guidelines of the Architectural Control Committee.

Section 9. Home Industries. No profession or home business or industry shall be conducted on any Lot with the exception of:

(a) Any occupation or activity carried on by a member of the family on the premises, in connection with which:

(i) There is no group instruction, assembly or activity and no sign is used other than a name plate not more than one (1) square foot in area, and no display that will indicate from the exterior that the building is being utilized in part for any purpose other than that of a dwelling;

(ii) There is no commodity sold upon the premises;

(iii) No person is employed other than a member of the immediate family residing on the premises; and

(iv) No mechanical equipment is used except that which is normally used for purely domestic or household purposes;

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

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

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

Section 10. Model Homes. Anything in this Declaration to the contrary notwithstanding, any Lot and Common Area may be used to house Model Home (or trailer) as a real estate office for

the sole purpose of selling or leasing any residence located on the Property that is newly constructed unless said modular or mobile home is placed on Property by Developer for use as a temporary sales office.

Section 11. Accessory Structures. A detached accessory Structure may be placed on a Lot only after the Architectural Control Committee first approves the quality, design, materials, and location of the same on the Lot.

Section 12. Improvement of Lots. All construction of dwellings, accessory Structures and other improvements shall be undertaken with the following understandings:

(a) All construction shall comply with all codes, laws, rules, regulations and orders of all government agencies and authorities.

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

(c) Only one mailbox shall be placed on any Lot and shall be consistent with the quality and design of surrounding dwellings and requirements of the United States Postal Service.

(d) No garages shall be used that open to the street (except for corner lots) unless approved by the Architectural Control Committee.

(e) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, storage and basement) shall contain no less than 2000 square feet for one story and not less than 2400 square feet for two stories.

(f) Setbacks shall be 100 feet from center of Springwater Way and Springwater Chase and 80 feet from center of side roads and cul-de-sacs as noted on Plat. Side setbacks shall be 20 feet; rear 50 feet. Any improvement placed on a Lot prior to recording of this Declaration need not comply with this setback requirement; however, this shall in no way void this requirement, and all other improvements must comply with the restrictions set forth herein unless a written variance of this section is granted by the Architectural Control Committee. In the event a variance is desired by Owner, the Owner shall make written request for the same to the Architectural Control Committee stating the reason for the request. The decision to approve or deny a request shall be within the sole discretion of the Architectural Control Committee, and the request may be denied without cause.

(g) No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of

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plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, for example, physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape.

Section 13. Animals. No animals, including birds, insects, and reptiles shall be kept on any Lot unless kept solely as household pets and not for commercial purposes. No animals shall be allowed to become a nuisance.

Section 14. Plans and Construction Materials. No Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure, unless plans and specifications therefor shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted pursuant to this paragraph because of any of the following:

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

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

Section 15. Lake. The Developer shall have the right to complete construction of the Lake and to raise or lower the water level thereof. The right to raise or lower the water level shall be within the sole discretion of the Developer. In purchasing property subject to these Covenants and Restrictions, Owners consent and acknowledge that if the level of the Lake is raised, and the area of the Lake is increased thereby, no claims shall be made against Developer for additional land placed under water.

Section 16. Builders. Landward, Inc. reserves the right to approve all Builders prior to closing of the land contract sales.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement.

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

(b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

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

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

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period to the extent permitted by law such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed of record in the appropriate county.

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

Section 6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to the President of the Association at his/her residence address with a copy to the attorney for the Association at his/her address which presently is Glover & Davis, P.A., P. O. Drawer 1038, Newnan, Georgia 30264, or at such different address or addresses as reflect their proper address. Notices addressed as above shall be deemed delivered upon mailing by United States Registered or Certified mail or when delivered in person.

Section 7. Amendment. This Declaration may be amended at any time and from time to time only if at least seventy-five (75%) percent of the Owners of Lots vote to amend the same; provided, however, such Amendment by the Owners shall not be effective unless also signed by the Developer if Developer is the owner of any real property then subject to this Declaration. For the purposes of this Section, each Owner shall be entitled to only one vote per Lot owned. Where any Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such Owner and delivered to the Secretary of the Association. Only one vote shall be cast for each Lot owned. 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 or the Common Area affected thereby unless such holder shall consent in writing thereto. Additionally, any such amendment shall not become effective until the instrument evidencing such change has been filed of record in the Office of the Clerk, Coweta Superior Court. Every purchaser or grantee of any interest in any Property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

IN WITNESS WHEREOF, LANDWARD, INC. has caused this Declaration to be executed in its name and by its duly authorized officers and its seal affixed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Susan Rooks

Witness

[Signature]
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires July 29, 1989

LANDWARD, INC.

By: [Signature]
Daniel E. Zawada

Attest: [Signature]
Robert Haun, Secretary

(CORPORATE SEAL)

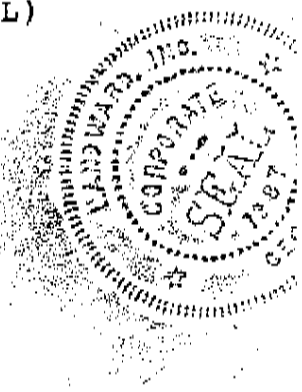


EXHIBIT "A"

BOOK 455 PAGE 170

All that tract or parcel of land situate, lying and being in Land Lot 24 and Land Lot 41 of the Sixth Land District of Coweta County, Georgia and being more particularly described as Lots 1 through 54 as set forth on that final plat of survey for Springwater Plantation, Phase 1, said survey being prepared by Landmark Surveying, Inc., dated August 6, 1987 and having a final revision date of October 7, 1987 and being of record at Plat Book 44, Pages 1-4, Coweta County, Georgia Records, reference to said plat is hereby made for a more particular description of the property herein conveyed.

FIRST AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR SPRINGWATER PLANTATION
DATED AS OF DECEMBER 17, 1987

FILED IN OFFICE
CLERK SUPERIOR COURT
1989 NOV -8 P 2: 18.8

COWETA COUNTY, GA
DEBBIE GLOVER, CLERK

This First Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Springwater Plantation (hereinafter, respectively, the "Springwater Declaration", and the "First Amendment") is made effective as of this 10th day of September, 1989.

W I T N E S S E T H:

WHEREAS, Landward, Inc. (hereinafter, the "Developer") made the Springwater Declaration and recorded the same among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 455, Page 157; and

WHEREAS, Section 7 of Article IX of the Springwater Declaration provides the procedure for amending the said Springwater Declaration; and

WHEREAS, 75% of the Owners (as defined in Section 10 of Article I of the Springwater Declaration) voted in favor of amending the Springwater Declaration pursuant to Section 7 of Article IX of the Springwater Declaration; and

WHEREAS, all formalities and requirements to amend the Springwater Declaration have been fulfilled and completed; and

WHEREAS, Landward, Inc. as Developer, and the Owners who have executed this First Amendment have executed the same so as to acknowledge their consent, approval and vote in favor of amending the Springwater Declaration accordingly;

NOW, THEREFORE, Landward, Inc., as Developer, and the persons executing this First Amendment hereby declare that, effective immediately as of the date and time of filing for record hereof with the Clerk of the Superior Court of Coweta County, Georgia, the Springwater Declaration is modified and amended in particular as follows:

1. Section 4 of Article I is hereby deleted in its entirety and the following is substituted in lieu thereof:

Section 4. "Common Area" shall mean "Springwater Lake", "Park Area" and landscaped entrance parcels "L-1" and "L-2" as designated on that certain Plat of Survey of record at Plat Book 44, Pages 1 through 4, Office of the Clerk, Coweta County, Georgia Superior Court, and all other property now owned or hereinafter owned by the Association.

2. The following sentence within Section 7 of Article V is hereby deleted in its entirety:

The annual assessments provided for herein shall commence as to all lots on January 1, 1988.

The following sentence shall be substituted in lieu of the above deleted sentence:

The annual assessments provided for herein shall commence as to all lots on January 1, 1990.

3. The following paragraph shall be added as Section 8 of Article IX which will read as follows:

Section 8. Limited Unilateral Right to Amend. Notwithstanding anything in this Declaration to the contrary, the Developer shall have the right, unilaterally and at its sole discretion, and, without the approval of any Owner as defined herein to further amend this Declaration by adding to the real property described on Exhibit "A" of the Springwater Declaration hereto any tract or parcel of land described in that Limited Warranty Deed of record at Deed Book 423, Page 590, Coweta County, Georgia Records, and any tract or parcel of land now owned or hereinafter owned by Landward, Inc. in Coweta County, Georgia, and consequently, to subject said additional real property to this Declaration.

Except as herein specifically modified or amended, the Springwater Declaration remains in full force and effect as of the effective date hereof.

IN WITNESS WHEREOF, the Developer and all of the Owners whose signature appears below have caused this Amendment to be duly executed, under seal, the day and year first above written.

DEVELOPER:

LANDWARD, INC.

By: [Signature] (SEAL)
PRESIDENT Daniel F. Zavada
Attest: [Signature] (SEAL)
Secretary, Robert K. Haun

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
NOTARY PUBLIC
My Commission Expires 9/12/93
FAYETTE COUNTY, GA

[Signature] (SEAL)
Brett Smith (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
NOTARY PUBLIC
My Commission Expires 9/12/93
FAYETTE COUNTY, GA

[Signature] (SEAL)
William L. Gore (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
NOTARY PUBLIC
My Commission Expires 9/12/93
FAYETTE COUNTY, GA

[Signature] (SEAL)
Daniel Farrando
[Signature] (SEAL)
Muri Le-Claude Farrando

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
NOTARY PUBLIC
My Commission Expires 9/12/93
FAYETTE COUNTY, GA

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Cristina Baskakes
Notary Public
My Commission Expires 9/12/93
[SEAL] FAYETTE COUNTY, GA.

James W. Keet (SEAL)
James W. Keet
Lisa Jeannette Keet (SEAL)
Lisa Jeannette Keet

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Cristina Baskakes
Notary Public
My Commission Expires 9/12/93
[SEAL] FAYETTE COUNTY, GA.

[Signature] (SEAL)
Marcos Delao
[Signature] (SEAL)
Casey Delao

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Cristina Baskakes
Notary Public
My Commission Expires 9/12/93
[SEAL] FAYETTE COUNTY, GA.

[Signature] (SEAL)
Teresa Michalewicz
[Signature] (SEAL)
Teresa Michalewicz

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Cristina Baskakes
Notary Public
My Commission Expires 9/12/93
[SEAL] FAYETTE COUNTY, GA.

[Signature] (SEAL)
Darryl W. Walters
[Signature] (SEAL)
Sue M. Walters

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Cristina Baskakes
Notary Public
My Commission Expires 9/12/93
[SEAL] FAYETTE COUNTY, GA.

[Signature] (SEAL)
June C. DeLugas
[Signature] (SEAL)
June C. DeLugas

BOOK 539 PAGE 020

Oliver E. Smith (SEAL)
Oliver E. Smith (SEAL)
Bois J. Smith

Signed, sealed and delivered in the presence of:

Witness [Signature]
Notary Public
My Commission Expires 9/12/93
[SEAL] YETTE COUNTY, GA

[Signature] (SEAL)
[Signature] (SEAL)
Robert [Name]

Signed, sealed and delivered in the presence of:

Witness Dina H. Wilkinson
Notary Public
My Commission Expires 9/12/93
[SEAL] YETTE COUNTY, GA

[Signature] (SEAL)
[Signature] (SEAL)
Kenneth R. Gow

Signed, sealed and delivered in the presence of:

Witness [Signature]
Notary Public
My Commission Expires 9/12/93
[SEAL] YETTE COUNTY, GA

[Signature] (SEAL)
[Signature] (SEAL)
Ronald H. Bradley

Signed, sealed and delivered in the presence of:

Witness [Signature]
Notary Public
My Commission Expires 9/12/93
[SEAL] YETTE COUNTY, GA

[Signature] (SEAL)
[Signature] (SEAL)
Gerl Dolan

Signed, sealed and delivered in the presence of:

Witness [Signature]
Notary Public
My Commission Expires 9/12/93
[SEAL] YETTE COUNTY, GA

[Signature] (SEAL)
John L. Syneer (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
 Witness

[Signature]
 Notary Public
 My Commission Expires
 [SEAL]
 PUBLIC
 CRYSTAL BASHAKES
 NOTARY PUBLIC
 FAYETTE COUNTY, GA

MY COMMISSION EXPIRES 9/12/93

[Signature] (SEAL)
Lou L. Geerlings (SEAL)
[Signature] (SEAL)
 Lou L. Geerlings

Signed, sealed and delivered in the presence of:

[Signature]
 Witness

[Signature]
 Notary Public
 My Commission Expires
 [SEAL]
 PUBLIC
 CRYSTAL BASHAKES
 NOTARY PUBLIC
 FAYETTE COUNTY, GA

MY COMMISSION EXPIRES 9/12/93

[Signature] (SEAL)
Suk H. Choe (SEAL)
[Signature] (SEAL)
 Un Sun Choe

Signed, sealed and delivered in the presence of:

[Signature]
 Witness

[Signature]
 Notary Public
 My Commission Expires
 [SEAL]
 PUBLIC
 CRYSTAL BASHAKES
 NOTARY PUBLIC
 FAYETTE COUNTY, GA

MY COMMISSION EXPIRES 9/12/93

[Signature] (SEAL)
[Signature] (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
 Witness

[Signature]
 Notary Public
 My Commission Expires
 [SEAL]
 PUBLIC
 CRYSTAL BASHAKES
 NOTARY PUBLIC
 FAYETTE COUNTY, GA

MY COMMISSION EXPIRES 9/12/93

[Signature] (SEAL)
ROBERT K. HAUN (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
 Witness

[Signature]
 Notary Public
 My Commission Expires
 [SEAL]
 PUBLIC
 CRYSTAL BASHAKES
 NOTARY PUBLIC
 FAYETTE COUNTY, GA

MY COMMISSION EXPIRES 9/12/93

BOOK 539 PAGE 022

James L. Conaway (SEAL)
James L. Conaway
Ricky L. Conaway (SEAL)
Ricky L. Conaway

Signed, sealed and delivered in the presence of:

Witness: Cristal Baskies
Notary Public
My Commission Expires [SEAL.]

MY COMMISSION EXPIRES 9/12/93

TIVOLI, INC.

By: Jack R. Miller (SEAL)
Jack R. Miller, President
Attest: Drena K. Miller (SEAL)
Drena K. Miller, Secretary

Signed, sealed and delivered in the presence of:

Witness: Cristal Baskies
Notary Public
My Commission Expires [SEAL.]

MY COMMISSION EXPIRES 9/12/93

Robert M. Hooker (SEAL)
Robert M. Hooker
Bonnie B. Hooker (SEAL)
Bonnie B. Hooker

Signed, sealed and delivered in the presence of:

Witness: Cristal Baskies
Notary Public
My Commission Expires [SEAL.]

MY COMMISSION EXPIRES 9/12/93

B. R. Mullins (SEAL)
B. R. Mullins (SEAL)

Signed, sealed and delivered in the presence of:

Witness: Cristal Baskies
Notary Public
My Commission Expires [SEAL.]

MY COMMISSION EXPIRES 9/12/93

PELLETIER PROPERTIES, INC.

By: Joan H. Pelletier (SEAL)
Joan H. Pelletier, President (SEAL)

Signed, sealed and delivered in the presence of:

Witness: Cristal Baskies
Notary Public
My Commission Expires [SEAL.]

MY COMMISSION EXPIRES 9/12/93

[Signature] (SEAL)
Terry C. Lane (SEAL)
 TERRY C. LANE

Signed, sealed and delivered in the presence of:

[Signature]
 Witness
[Signature]
 Notary Public
 My Commission Expires 9/12/93
 (SEAL) NOTARY PUBLIC (SEAL) CRYSTAL BASHAKES (SEAL) WETTES COUNTY GA

BUILTECH, INC.
[Signature] (SEAL)
 Daniel J. Zavada, President
 Robert K. Haun, Secretary (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
 Witness
[Signature]
 Notary Public
 My Commission Expires 9/12/93
 (SEAL) NOTARY PUBLIC (SEAL) CRYSTAL BASHAKES (SEAL) WETTES COUNTY GA

BUILTECH, INC.
[Signature] (SEAL)
 Daniel J. Zavada, President
 Robert K. Haun, Secretary (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
 Witness
[Signature]
 Notary Public
 My Commission Expires 9/12/93
 (SEAL) NOTARY PUBLIC (SEAL) CRYSTAL BASHAKES (SEAL) WETTES COUNTY GA

LANDWARD, INC.
[Signature] (SEAL)
 Daniel J. Zavada, President
 Robert K. Haun, Secretary (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
 Witness
[Signature]
 Notary Public
 My Commission Expires 9/12/93
 (SEAL) NOTARY PUBLIC (SEAL) CRYSTAL BASHAKES (SEAL) WETTES COUNTY GA

LANDWARD, INC.
[Signature] (SEAL)
 Daniel J. Zavada, President
 Robert K. Haun, Secretary (SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
 Witness
[Signature]
 Notary Public
 My Commission Expires 9/12/93
 (SEAL) NOTARY PUBLIC (SEAL) CRYSTAL BASHAKES (SEAL) WETTES COUNTY GA

SECOND AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR SPRINGWATER PLANTATION
DATED AS OF DECEMBER 17, 1987

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Springwater Plantation (hereinafter respectively, the "Springwater Declaration" and the "Second Amendment" is made effective as of this 5th day of December, 1989.

W I T N E S S E T H:

WHEREAS, Landward, Inc. (hereinafter "the Developer" made the Springwater Declaration and recorded the same among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 455, Page 157; and

WHEREAS, Said Springwater Declaration was amended by that certain First Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 539, Page 17; and

WHEREAS, pursuant to the provisions of Section 8 of Article IV of the Springwater Declaration, Landward, Inc., as Developer, has the right unilaterally, and, at its sole discretion, to amend the Springwater Declaration by adding to the real property described on Exhibit "A" thereof any tract or parcel of land described in that Limited Warranty Deed of record at Deed Book 423, Page 590, Coweta County, Georgia Records, and any tract or parcel of land now owned or hereinafter owned by Landward, Inc. in Coweta County, Georgia, and consequently, subject said additional real property to the Springwater Declaration; and

WHEREAS, Landward, Inc. desires to subject certain other real property owned by it to the terms and conditions of the Springwater Declaration;

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

(1) Exhibit "A" to the Springwater Declaration is amended by adding to the real property described thereon, additional parcels as follows:

All that certain tract or parcel of land situate, lying and being in Land Lot 24 of the Sixth Land District of Coweta County, Georgia, and being identified as Lots 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 3-7, 3-8, 3-9, 3-10, 3-11, 3-12, 3-13, 3-14, 3-15, 3-16, 3-17, 3-18, 3-19, 3-20, 3-21, and 3-22 of Springwater Plantation, Phase Three,

according to that certain plat of survey for Springwater Plantation, Phase Three, said plat being prepared by William E. High, Registered Land Surveyor, dated December 12, 1989, and being of record in Plat Book 47, Pages 247-248, Office of the Clerk, Coweta County, Georgia Superior Court. Reference to said plat is hereby made for a more complete and accurate description of the property described herein.

Except as herein specifically modified or amended, the Springwater Declaration remains in full force and effect as of the effective date hereof.

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

DEVELOPER:

LANDWARD, INC.

By: [Signature] (SEAL)
President

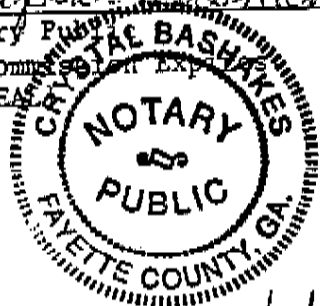
Attest: [Signature] (SEAL)
Secretary

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires [SEAL]



MY COMMISSION EXPIRES 9/12/93

THIRD AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR SPRINGWATER PLANTATION
DATED AS OF DECEMBER 17, 1987

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Springwater Plantation (hereinafter respectively, the "Springwater Declaration" and the "Third Amendment" is made effective as of this _____ day of April, 1990.

W I T N E S S E T H:

WHEREAS, Landward, Inc. (hereinafter "the Developer" made the Springwater Declaration and recorded the same among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 455, Page 157; and

WHEREAS, Said Springwater Declaration was amended by that certain First Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 539, Page 17; and

WHEREAS, Said Springwater Declaration was amended by that certain Second Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 545, Page 80; and

WHEREAS, pursuant to the provisions of Section 8 of Article IX of the Springwater Declaration, Landward, Inc., as Developer, has the right unilaterally, and, at its sole discretion to amend the Springwater Declaration by adding to the real property described on Exhibit "A" thereof any tract or parcel of land described in that Limited Warranty Deed of record at Deed Book 423, Page 590, Coweta County, Georgia Records, and any tract or parcel of land now owned or hereinafter owned by Landward, Inc. in Coweta County, Georgia, and consequently, subject said additional real property to the Springwater Declaration; and

WHEREAS, Landward, Inc. desires to subject certain other real property to the terms and conditions of the Springwater Declaration;

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

(1) Exhibit "A" to the Springwater Declaration is amended by adding to the real property described thereon, additional parcels as follows:

All that certain tract or parcel of land situate, lying and being in Land Lots 23, 24, 41, and 42 of the Sixth Land District of Coweta County, Georgia, and being identified as Lots 1, 2, 3, 4 5, 6, and 7 of Springwater Plantation, Phase Two, according to that certain plat of survey for Springwater Plantation, Phase Two,

said plat being prepared by William E. High, Registered Land Surveyor, dated May 15, 1989, and being of record in Plat Book 46, Page 217, Office of the Clerk, Coweta County, Georgia Superior Court. Reference to said plat is hereby made for a more complete and accurate description of the property described herein.

Except as herein specifically modified or amended, the Springwater Declaration remains in full force and effect as of the effective date hereof.

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

DEVELOPER:

LANDWARD, INC.

By: [Signature] (SE)
President
Attest: [Signature] (SE)
Secretary

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public, State of Georgia

My Commission Expires: MY COMMISSION EXPIRES
[SEAL] OCTOBER 27, 1992

ACKNOWLEDGEMENT AND CONSENT

STATE OF GEORGIA

COUNTY OF COWETA

As Tivoli, Inc. is the owner of Lot 2 of Springwater Plantation, Phase Two, and Pelletier Properties, Inc. is the owner of Lot 7 of Springwater Plantation, Phase Two, and as Tivoli, Inc. and Pelletier Properties, Inc. understood and agreed that said lots would be conveyed to them subject to the Declaration of Covenants, Conditions, Restrictions, and Easements for Springwater Plantation, the same being of record at Deed Book 455, Page 157, Coweta County, Georgia Records, the undersigned hereby

acknowledge and consent to the execution and recording of this Third Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Springwater Plantation, and hereby specifically joins with Landward, Inc. in making this Amendment. Each of the undersigned acknowledge that Lot 2 of Springwater Plantation, Phase Two owned by Tivoli, Inc. and Lot 7 of Springwater Plantation, Phase Two, owned by Pelletier Properties, Inc. shall be encumbered by the aforesaid Declaration of Covenants, Conditions, Restrictions, and Easements for Springwater Plantation, and any conveyance of said property shall be made subject thereto.

This _____ day of April, 1990.

TIVOLI, INC.

By: Jack R. Miller (SEAL)
President

Attest: Dorena A. Miller (SE)
Secretary

Signed, sealed and delivered in the presence of:

Harold L. Miller
Witness

Dorena A. Miller
Notary Public, State of Georgia
My Commission Expires:
[SEAL] Notary Public, Fayette County, Georgia
My Commission Expires March 10, 1991

PELLETIER PROPERTIES, INC.

By: Joseph B. Walker
President

Attest: Henry B. Walker (S)
Secretary

Signed, sealed and delivered in the presence of:

Crystal Barkman
Witness

Henry B. Walker
Notary Public, State of Georgia
My Commission Expires: MY COMMISSION EXPIRES
[SEAL] OCTOBER 27, 1992

FOURTH AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR SPRINGWATER PLANTATION
DATED AS OF DECEMBER 17, 1987

This Fourth Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Springwater Plantation (hereinafter respectively, the "Springwater Declaration" and the "Fourth Amendment") is made effective as of this 29 day of July, 1991.

W I T N E S S E T H:

WHEREAS, Landward, Inc. (hereinafter "the Developer") made the Springwater Declaration and recorded the same among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 455, Page 157; and

WHEREAS, said Springwater Declaration was amended by that certain First Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 539, Page 17; and

WHEREAS, said Springwater Declaration was amended by that certain Second Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 545, Page 80; and

WHEREAS, said Springwater Declaration was amended by that certain Third Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 565, Page 061; and

WHEREAS, pursuant to the provisions of Section 8 of Article IX of the Springwater Declaration, Landward, Inc., as Developer, has the right unilaterally, and, at its sole discretion to amend the Springwater Declaration by adding to the real property described on Exhibit "A" thereof any tract or parcel of land described in that Limited Warranty Deed of record at Deed Book 423, Page 590, Coweta County, Georgia Records, and any tract or parcel of land now owned or hereinafter owned by Landward, Inc. in Coweta County, Georgia, and consequently, subject said additional real property to the Springwater Declaration; and

WHEREAS, Landward, Inc. desires to subject certain other real property to the terms and conditions of the Springwater Declaration;

FILED IN OFFICE
CLERK SUPERIOR COURT
91 AUG - 29 10:56
DEBORAH G. CLERK

BOOK 625 PAGE 007

BOOK 625 PAGE 003

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

(1) Exhibit "A" to the Springwater Declaration is amended by adding to the real property described thereon, additional parcels as follows:

All that certain tract or parcel of land situate, lying and being in Land Lot 24 of the 6th Land District of Coweta County, Georgia, and being more particularly described as Lots 3A-1, 3A-2 and 3A-3 of Springwater Plantation, as set forth on that certain final plat of Springwater Plantation, Phase 3-A, said plat being prepared by William E. High of Landmark Surveying, Inc., Registered Land Surveyor, dated May 31, 1991, and being of record at Plat Book 51, Page 91, Office of the Clerk, Coweta County, Georgia Superior Court. Reference to said plat is hereby made for a more complete and accurate description of the property herein described.

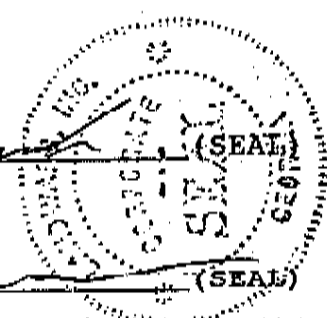
Except as herein specifically modified or amended, the Springwater Declaration remains in full force and effect as of the effective date hereof.

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

DEVELOPER:

LANDWARD, INC.

By: [Signature] (SEAL)
President
Attest: [Signature] (SEAL)
Secretary



Signed, sealed and delivered in the presence of:

Susan Books
Lay Witness

[Signature]
Notary Public
My Commission Expires:



Notary Public, Coweta County, Georgia
My Commission Expires July 1, 2004

FIFTH AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR SPRINGWATER PLANTATION
DATED AS OF DECEMBER 17, 1987

FILED IN OFFICE
CLERK SUPERIOR COURT
92 OCT -1 PM 3:45
COWETA COUNTY, GA.
DEBRAH DEVER, CLERK

This Fifth Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Springwater Plantation (hereinafter respectively, the "Springwater Declaration" and the "Fifth Amendment") is made effective as of this 25th day of September, 1992.

W I T N E S S E T H :

WHEREAS, Landward, Inc. (hereinafter "the Developer"), made the Springwater Declaration and recorded the same among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 455, Page 157; and

WHEREAS, said Springwater Declaration was amended by that certain First Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 539, Page 17; and

WHEREAS, said Springwater Declaration was amended by that certain Second Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 545, Page 80; and

WHEREAS, said Springwater Declaration was amended by that certain Third Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 565, Page 061; and

WHEREAS, said Springwater Declaration was amended by that certain Fourth Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 625, Page 007; and

WHEREAS, pursuant to the provisions of Section 8 of Article IX of the Springwater Declaration, Landward, Inc., as Developer, has the right unilaterally, and, at its sole discretion to amend the Springwater Declaration by adding to the real property described on Exhibit "A" thereof any tract or parcel of land described in that Limited Warranty Deed of record at Deed Book 423, Page 590, Coweta County, Georgia Records, and any tract or parcel of land now owned or hereinafter owned by Landward, Inc. in Coweta County, Georgia, and consequently, subject said additional real property to the Springwater Declaration; and

WHEREAS, Landward, Inc. desires to subject certain other real property to the terms and conditions of the Springwater Declaration;

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

(1) Exhibit "A" to the Springwater Declaration is amended by adding to the real property described thereon, additional parcels as follows:

All that certain tract or parcel of land situate, lying and being in Land Lot 24 of the Sixth Land District of Coweta County, Georgia, and being more particularly described as all lots in Springwater Plantation, Phase 4, being more particularly described as Lots 4-1 through 4-23 of Springwater Plantation, Phase 4 as set forth on that certain final subdivision plat of Springwater Plantation, Phase 4, said plat being prepared by Landmark Surveying, Inc., dated May 27, 1992, and being of record at Plat Book 54, Page 78, Office of the Clerk, Coweta County, Georgia Superior Court. Reference to said plat is hereby made for a more complete and accurate description of the property herein described.

Except as herein specifically modified or amended, the Springwater Declaration remains in full force and effect as of the effective date hereof.

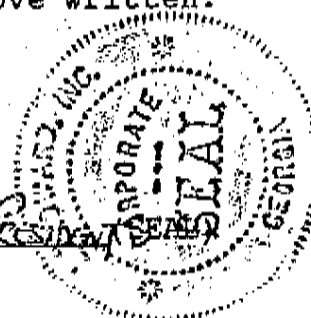
IN WITNESS WHEREOF, the Developer has caused this Amendment to be duly executed under seal, the day and year first above written.

DEVELOPER:

LANDWARD, INC.

By: Adrian Aswad, President
President

Attest: [Signature] (SEAL)
Secretary

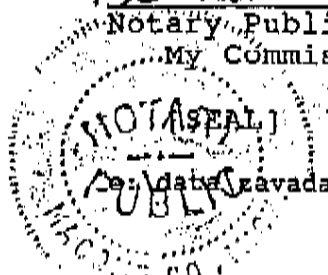


Signed, sealed and delivered in the presence of:

[Signature]
Lay Witness
[Signature]
Notary Public

DIANA E. DILLON
Notary Public, Macomb County, MS
My Commission Expires July 24, 1995

My Commission Expires: July 24, 95



TEL No.

404 251 7152 Feb 25,93 16:20 P.03

FILED IN OFFICE
CLERK SUPERIOR COURT

93 MAR 18 PM 3:14

COWETA COUNTY, GA
DEBORAH GLOVER, CLERKSIXTH AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR SPRINGWATER PLANTATION
DATED AS OF DECEMBER 17, 1987

This Sixth Amendment to the Declaration of Covenants, Conditions, Restrictions, an Easements for Springwater Plantation (hereinafter respectively, the "Springwater Declaration" and the "Sixth Amendment") is made effective as of this 8th day of March, 1993.

W I T N E S S E T H:

WHEREAS, Landward, Inc. (hereinafter "the Developer"), made the Springwater Declaration and recorded the same among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 455, Page 157; and

WHEREAS, said Springwater Declaration was amended by that certain First Amendment the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 539, Page 17; and

WHEREAS, said Springwater Declaration was amended by that certain Second Amendment the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 545, Page 80; and

WHEREAS, said Springwater Declaration was amended by that certain Third Amendment the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 565, Page 061; and

WHEREAS, said Springwater Declaration was amended by that certain Fourth Amendment the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 625, Page 007; and

WHEREAS, said Springwater Declaration was amended by that certain Fifth Amendment the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 705, Page 211; and

WHEREAS, pursuant to the provisions of Section 8 of Article IX of the Springwater Declaration, Landward, Inc., as Developer, has the right unilaterally, and, at its sole discretion to amend the Springwater Declaration by adding to the real property described on Exhibit "A" thereof any tract or parcel of land described in that Limited Warrant Deed of record at Deed Book 423, Page 590, Coweta County, Georgia Records, and any tract or parcel of land now owned or hereinafter owned by Landward, Inc. in Coweta County, Georgia, and consequently, subject said additional real property to the Springwater Declaration; and

WHEREAS, Landward, Inc. desires to subject certain other real property to the terms and conditions of the Springwater Declaration;

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

(1) Exhibit "A" to the Springwater Declaration is amended by adding to the rea property described thereon, additional parcels as follows:

All that certain tract or parcel of land situate, lying and being in Land Lot 25 c the Sixth Land District of Coweta County, Georgia and being more particularl described as Lots A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, A15 A16, A17, A18, A19, A20, A21, A22, A23, A24, A25, A26, A27 and A29 of Windermere Phase A as depicted on that certain final plat of Windermere, Phase A, prepared b William E. High, Georgia Registered Land Surveyor, of Landward Surveying, Inc. dated January 26, 1993, and being of record in Plat Book 55, Page 43 Office of the Clerk, Coweta County, Georgia Superior Court. Reference to said pla is hereby made for a more complete and accurate description of the property herei described.

Except as herein specifically modified or amended, the Springwater Declaration remain in full force and effect as of the effective date hereof.

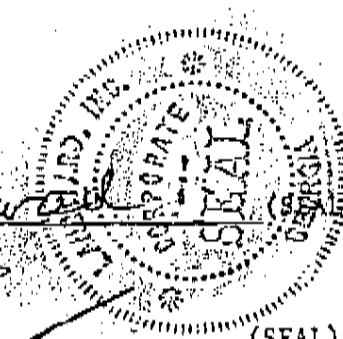
IN WITNESS WHEREOF, the Developer has caused this Amendment to be duly execute under seal, the day and year first above written.

DEVELOPER:

LANDWARD, INC.

By: Adnan Aswad
President

By: [Signature]
Secretary



(SEAL)

Signed, sealed and delivered in the presence of:

Witness

[Signature]

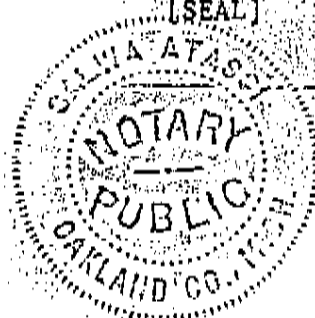
[Signature]

Notary Public

My Commission Expires:

[SEAL]

SALWA ATASSI, NOTARY PUBLIC
OAKLAND COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES 10-12-06



BOOK 742 PAGE 069

CLERK: PLEASE INDEX UNDER SPRINGWATER PLANTATION, LANDWARD, INC., DICK MORROW ENTERPRISES, INC., AND MATTHEW AND SUSAN MULLIS.

SEVENTH AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR SPRINGWATER PLANTATION
DATED AS OF DECEMBER 17, 1987

This Seventh Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Springwater Plantation (hereinafter respectively, the "Springwater Declaration" and the "Seventh Amendment") is made effective as of this 27th day of September, 1993.

W I T N E S S E T H:

WHEREAS, Landward, Inc. (hereinafter "the Developer"), made the Springwater Declaration and recorded the same among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 455, Page 157; and

WHEREAS, said Springwater Declaration was amended by that certain First Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 539, Page 17; and

WHEREAS, said Springwater Declaration was amended by that certain Second Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 545, Page 80; and

WHEREAS, said Springwater Declaration was amended by that certain Third Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 565, Page 061; and

WHEREAS, said Springwater Declaration was amended by that certain Fourth Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 625, Page 007; and

WHEREAS, said Springwater Declaration was amended by that certain Fifth Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 705, Page 211; and

WHEREAS, said Springwater Declaration was amended by that certain Sixth Amendment, the same being recorded among the records of the Office of the Clerk of the Superior Court of Coweta County, Georgia in Deed Book 742, Page 68; and

WHEREAS, pursuant to the provisions of Section 8 of Article IX of the Springwater Declaration, Landward, Inc., as Developer, has the right unilaterally, and, at its sole discretion to amend the Springwater Declaration by adding to the real property described on Exhibit "A" thereof any tract or parcel of land described in that Limited Warranty Deed of record at Deed Book 423, Page 590, Coweta County, Georgia Records, and any tract or parcel of land now owned or hereinafter owned by Landward, Inc. in Coweta County, Georgia, and consequently, subject said additional real property to the Springwater Declaration; and

WHEREAS, Landward, Inc. desires to subject certain other real property to the terms and conditions of the Springwater Declaration;

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

(1) Exhibit "A" to the Springwater Declaration is amended by adding to the real property described thereon, additional parcels as follows:

PARCEL ONE

All that certain tract or parcel of land situate, lying and being in Land Lot 25 of the Sixth Land District of Coweta County, Georgia, and being more particularly described as Lots B1, B2, B3, B4, B5, B6, B7, B8, and B9 of Windermere Subdivision, Phase B, as depicted on that certain final plat of Windermere Subdivision, Phase B, said survey being prepared by William E. High of Landmark Surveying, Inc., and being of record at Plat Book 56, Page 169, Office of the Clerk, Coweta County, Georgia Superior Court. Reference to said plat is hereby made for a more complete and accurate description of the property herein described.

PARCEL TWO

All that certain tract or parcel of land situate, lying and being in Land Lot 24 and Land Lot 25 of the Sixth Land District of Coweta County, Georgia and being more particularly described as Lots 5-1, 5-2, 5-3, 5-4, 5-5, 5-6, 5-7, 5-8, 5-9, 5-10, 5-11, and 5-12 of Springwater Plantation, Phase V, and being more particularly described on that certain final plat of Springwater Plantation, Phase V, said plat being prepared by William E. High, Registered Land Surveyor, of Landmark Surveying, Inc., said survey being of record at Plat Book 56, Page 168, Office of the Clerk, Coweta County, Georgia Superior Court. Reference to said plat is hereby made for a more complete and accurate description of the property herein described.

Except as herein specifically modified or amended, the Springwater Declaration remains in full force and effect as of the effective date hereof.

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

DEVELOPER:

LANDWARD, INC.

By: [Signature]
President

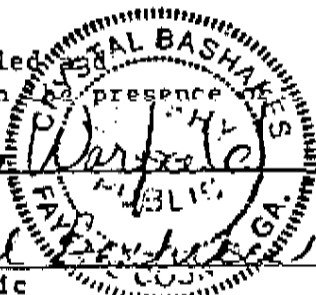
(SEAL)

Signed, sealed and delivered in presence of

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 1/31/10



ACKNOWLEDGEMENT

The undersigned hereby acknowledges that Lot 5-9 of Springwater Plantation Subdivision, Phase V was purchased by the undersigned subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Springwater Plantation of record at Deed Book 455, Page 157, Coweta County, Georgia Records, and all Amendments thereto. The undersigned hereby gives its consent and acknowledgement and does hereby restrict the aforesaid lot owned by the undersigned with the Declaration as set forth in the Amendment attached hereto.

This the 1st day of Nov, 1993.

DICK MORROW ENTERPRISES, INC.

By: *Dick Morrow* (SEAL)
President

Signed, sealed and delivered
in the presence

Witness *Jack*
Crystal Bashak
Notary Public
My Commission Expires:
[SEAL]

MY COMMISSION EXPIRES 8/26/97

ACKNOWLEDGEMENT

The undersigned hereby acknowledges that Lot B-5 of Windermere Subdivision, Phase B was purchased by the undersigned subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Springwater Plantation of record at Deed Book 455, Page 157, Coweta County, Georgia Records, and all Amendments thereto. The undersigned hereby gives its consent and acknowledgement and does hereby restrict the aforesaid lot owned by the undersigned with the Declaration as set forth in the Amendment attached hereto.

This the 12th day of November 1993.

Matthew J. Mullis (SEAL)
Matthew J. Mullis

Susan D. Mullis (SEAL)
Susan D. Mullis

Signed, sealed and delivered
in the presence of:

Ansley White
Witness

Jan Banks
Notary Public
My Commission Expires: 2/4/97
[SEAL]