

Declaration of Covenants, Conditions, and Restrictions

For Phases I & II of Country Lake Farm Subdivision

Executed 11 May 1993

Restatement Supersedes Builder's Original Covenant of 4 Dec 1991

Recorded in Cobb County Superior Court on 30 Jun 1993

Book 7459 Page 95

Amended on 26 Dec 2000 and Recorded in Cobb County Superior Court

Book 13618 Page 953

The Association's Attorney has determined the following as of March 24, 2013.

The amendment recorded on October 28th, 2002, attempting to subject any Lots purchased after January 1st or 2001 in Phases I or II to a mandatory association is invalid. Only Lots that are subjected to covenants for a mandatory association prior to being sold by the developer, or those whose owners voluntarily consent in writing on the deed records to voluntarily submit their Lot to mandatory assessments can be legally considered part of a mandatory

County Lake Farm Swim & Tennis Association

2851 Overlake Run

Powder Springs, GA 30127

www.countrylakefarm.org

3500 5/11/93

FILED AND RECORDED
93 JUL -8 PM 12:18
JAY C. STEPHENSON
COBB SUPERIOR COURT CLERK

RESTATEMENT OF THE
DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR PHASES I & II OF

COUNTRY LAKE FARM SUBDIVISION, COBB COUNTY, GEORGIA

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made this 11th day of May, 1993, by COUNTRY LAKE FARM SUBDIVISION.

W I T N E S S E T H:

WHEREAS, Country Lake Farm Subdivision currently functions under Protective Covenants recorded at the Cobb County courthouse, and said Covenants allow amendment,

NOW, THEREFORE, the Owners hereby declare that the Property covered by the original Covenants (otherwise known as Phases I and II of Country Lake Farm subdivision) shall be held, sold and conveyed subject to this Restatement of Declaration of Covenants, Restrictions and Easements, established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Covenants, Restrictions and Easements set forth herein shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his/her heirs, grantees, distributees, successors and assigns and, where so noted, to the benefit of the Association.

ARTICLE I

DEFINITIONS

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

1.01 ASSOCIATION. "Association" means Country Lake Farm Swim & Tennis Association, Inc. (a non-profit corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns, formed for the purpose of owning, maintaining and administering the common areas and improvements thereon of Country Lake Farm Subdivision and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created by the covenants and restrictions.

1.02 DECLARATIONS. "Declarations" shall mean this Declaration of Covenants, Easements and Restrictions, as it may from time to time be amended.

1.03 LOT. "Lot" means any individual parcel of land shown upon a subdivision plat recorded in the office of the clerk of the Superior Court of Cobb County, covering any portion of the Property referred to under Article II, Section 1.

1.04 UNIT. "Unit" shall mean and refer to each of those lots located in Country Lake Farm Subdivision, and shown and depicted on that plat recorded in the Clerk's Office of the Superior Court of Cobb County, Georgia.

1.05 OWNER. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot or Unit excluding, however, those persons having such interest merely as security for the performance of an obligation. Owner includes both Members and non-Members of the Association.

1.06 PERSON. "Person" shall mean and refer to an individual, corporation, partnership, association, trust or any other legal entity.

1.07 STRUCTURE. "Structure" means:

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

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

(c) any change in the existing grade at any point on a Lot or more than six (6) inches, whether or not subsection (b) of this Section 1.07 applies to such change.

1.08 MEMBER. "Member" shall mean any Owner who has expressly chosen to join the Country Lake Farm Swim & Tennis Association, and has paid all assessments due.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.01 Property Hereby Subjected to this Declaration. The real property which is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is: all property shown on Plat Book 135, Page 80 (Phase I) and Plat Book 139, Page 44 (Phase II) in the Clerk's Office of the Superior Court of Cobb County, Georgia.

ARTICLE III

ARCHITECTURAL CONTROL

3.01 Architectural Control Committee - Creation and Composition.

(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) nor more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of individuals. All costs of operating the ACC shall be borne by the Association. The ACC shall be elected by a vote of all owners (Members & non-Members) present at the annual meeting. The five individuals receiving the most votes shall be appointed to serve on the ACC for one year.

(b) If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or

otherwise, the remaining individuals on the ACC shall continue to act and such vacancy shall, subject to the provisions of 3.01(a), be filled by the Board, at the earliest possible time. Any individual on the ACC may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman.

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

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

3.04 Operations of the ACC.

(a) **Meetings.** The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings may be called by the Chairman at any time and shall be called by the Chairman upon the written request of a majority of the individuals on the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be either hand delivered or mailed to each individual on the ACC at his or her residence or at his or her usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any individual on the ACC who signs a waiver of notice either before or after the meeting. Attendance of an individual on the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the individual states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the individuals then in office shall constitute a quorum or the transaction of business. Except as otherwise provided herein, the act of a majority of the individuals on the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any individual on the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable place and times for inspection by any Owners. Any action required to be

taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action taken, shall be signed by all the individuals on the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

(i) The ACC shall adopt and promulgate the Design Standards described in Section 3.05 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations, or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more individuals on the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more individuals on the ACC with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in paragraph (ii). Written notice of the decision of such two (2) or more individuals shall be given to any applicant for an approval, permit or authorization within thirty (30) days after written request for action by the applicant. The applicant may, within ten (10) days after receipt of notice of any decision which he or she deems to be unsatisfactory, file a written request to have the matter in which appealed to the entire ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by the ACC, but in no event later than thirty (30) days after the filing of such appeal request. The decision of a majority of the individuals on the ACC with respect to such matter shall be final and binding. The approval of plans or specifications by the ACC shall in no way subject the ACC or the individuals on the ACC, to any liability or responsibility for defects or loss sustained by virtue of the content of approval thereof.

3.05 Design Standards.

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

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

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

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

(iv) assuring the conformity and harmony of external design and general quality of Country Lake Farm Subdivision.

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

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

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

(b) a foundation plan;

(c) a floor plan;

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

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

(f) plans for landscaping and grading.

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

3.08 Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

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

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

(c) any other matter which, in the judgment of the ACC would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with

the standards of Country Lake Farm Subdivision as set forth in the Design Standards, or (ii) as to location, to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

3.09 Obligation to Act. The ACC shall take action on any plans and specifications properly submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans specifications and shall be returned to the applicant. Failure by the ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications as submitted.

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

3.11 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval herein required. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 6.02 hereof.

3.12 Certification of Compliance.

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

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

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

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

3.13 Fees and Fines. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 3.10. Fines for violations of the Covenants and Restrictions or the Design Standards may be imposed by the ACC, in amounts as published in the Design Standards.

ARTICLE IV

GENERAL COVENANTS AND RESTRICTIONS

4.01 Application. The covenants and restrictions contained in this Article IV shall pertain and apply to all Lots and to all Structures erected thereon.

4.02 Restrictions of Use. Lots may be used for single-family residences only and for no other purpose, provided that Developer/Builder may operate a Sales Office and/or Model Home on a Lot or Lots designated by Developer/Builder.

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

4.04 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC 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 (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 4.05. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ACC.

4.05 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure shall be included in the Development Guidelines of the ACC.

4.06 Trees. No live tree having a diameter of six (6) inches or more (measured at a point two (2) feet above ground level) shall be removed from any Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 4.05 hereof. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards of the ACC.

4.07 Temporary Buildings. No temporary buildings, trailers, garages or buildings under construction shall be used, temporarily or permanently, as a dwelling on any Lot, except as

temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefor approved by the ACC. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot.

4.08 Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one "For Sale" or "For Rent" sign, such sign having a maximum face area of four square feet; provided, however, that if, at the time of any desired use of such sign, the Association is making "For Sale" or "For Rent" signs available at reasonable cost for the use of Owners, the signs made available by the Association must be used;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC.

(b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC. Except as provided in the Design Standards, no "Sold" sign shall at any time be installed or maintained on any Lot or on any portion of the Structure visible from the exterior thereof.

4.09 Setbacks. In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such Structure. Guidelines for setbacks may be included in the Design Standards of the ACC. No Structures shall be erected or placed on any Lot unless its location is consistent with such setbacks.

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

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

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

4.13 Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, woodpiles shall be kept screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets.

4.14 Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him or her, 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 ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 6.02 hereof. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

4.15 Recreational Vehicles and Trailers. No house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed (a) seven (7) consecutive days or (b) twenty-five (25) total days in any calendar year.

4.16 Animals. No animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No Structure for the caging, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have been approved by the ACC.

4.17 Solid Waste.

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

(b) Except during approved construction, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(c) Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be screened or enclosed in a manner set forth in the Design Standards. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Standards.

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

4.19 Above Ground Pools. No above ground pool shall be installed, allowed or maintained on any lot.

4.20 Basketball goals. No basketball goal shall be mounted on any home. All basketball goals must be approved by the ACC.

4.21 Firearms. The use of firearms within Country Lake

Farm is prohibited. The use of BB guns, pellet guns, air guns, etc. is not permitted.

4.22 Playground Equipment. Playground equipment may only be placed in the backyard and must be properly maintained.

4.23 Parking. No long-term parking is permitted on the street and no parking is permitted in yards. No vehicles without current plates and/or tags and/or registration except in an enclosed garage. No dismantling, major overhaul, or repair of motor vehicles except in an enclosed garage.

ARTICLE V

ARTICLE V was intentionally left blank and not used in this document.

ARTICLE VI

ENFORCEMENT

6.01 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Developer/Builder so long as it is an Owner, (ii) the Association (iii) each Owner, his or her legal representatives, heirs, successors and assigns and (iv) the holder of any deed to secure debt upon any Lot.

6.02 Right of Abatement.

(a) Except where different notice provisions are provided in Sections 3.11 and 4.14, in the event of a violation or breach of any restriction contained in this Declaration, the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the action or actions needed to be taken to remedy such violation or breach. If the Owner fails to take reasonable steps to remedy such violation or breach within ten (10) days after the mailing of said written notice, the Association shall have the Right of Abatement (defined in paragraph (b) below) subject only to the superior right of holders of deeds to secure debt.

(b) The Right of Abatement, as used in this Section, and in Sections 3.11 and 4.14 hereof, means the right of the Association through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, to repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being

deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section. The cost thereof, including the costs of collection including reasonable attorneys' fees, together with interest thereon at the rate of 6% per annum shall be a binding personal obligation of such Owner enforceable in law.

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

6.04 Collection of Assessments and Enforcement.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring an action at Law against the Owner personally obligated to pay the same for the purpose of collection of such assessment, cost or charges, plus any interest thereon and costs of collection, including reasonable attorney's fees.

(b) Waiver. Each Owner, by acceptance of a Deed conveying a Lot subject to this Declaration, waives any right which owner may have under the constitution or the laws of the State of Georgia or the Constitution or the laws of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided by this Declaration and each owner waives his or her rights, if any, to set aside or invalidate any sale duly consummated in accordance with the provisions of this Declaration on the ground (if such be the case) that the sale was consummated without a prior judicial hearing. All waivers by Owner in this paragraph have been made voluntarily, intelligently and knowingly, after Owner has first been allowed the opportunity to consult legal counsel with respect to such Owner's possible rights.

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

ARTICLE VII

DURATION AND AMENDMENT

7.01 Duration. This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Cobb County, Georgia, after which time this Declaration and the Restrictions shall be automatically renewed for successive periods of ten (10) years; provided, however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the office of the Clerk of the Superior Court of Cobb County, Georgia, or in such other place of recording as may be appropriate

at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds (2/3) vote of those Owners who are present in person or by proxy.

7.02 Amendments by Owners. Amendments to this Declaration shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in a notice of a meeting of the Owners at which such proposed amendment is to be considered and shall be delivered to each Owner.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Owners. Such amendment must be approved by at least two-thirds (2/3) of the Owners provided, however, that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee.

(c) The agreement of the required percentage of the Owners, and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President and any Vice-President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the Agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the Amendment itself.

ARTICLE VIII

ASSOCIATION ASSESSMENTS

8.01 Personal Obligation of Assessments. Each Owner of any Lot which has expressly joined the Association, pursuant to the Bylaws of the Country Lake Farm Swim & Tennis Association, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, 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, costs, and reasonable attorney's fees, shall 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 not pass to his successors in title unless expressly assumed by them.

8.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

8.03 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred fifty dollars (\$250.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership of the Association.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the

maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

8.04 Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

8.05 Notice and Quorum for Any Action Authorized Under Sections 8.03 and 8.04.

Written notice of any meeting called for the purpose of taking any action authorized under 8.03 or 8.04 of this document shall be sent to all Members not less than 30 days nor more than 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 the 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 60 days following the preceding meeting.

8.06 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Member Lots and may be collected on frequency determined by the Board.

8.07 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8.08 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 6 percent per annum. The Association may bring an action at law against the Member personally obligated to pay the same. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE IX

MEMBERSHIP AND VOTING RIGHTS IN THE SWIM & TENNIS ASSOCIATION

9.01 Membership and Voting Rights. Each Owner of

any Lot, which has expressly joined the Country Lake Farm Swim & Tennis Association, herein referred to as the "Association", is considered a Class A Member, and is entitled to one vote in any and all Association matters for each Lot owned. When more than one person holds an interest in any such Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

9.02 Length of Term of Membership in Swim & Tennis Association. The initial term of Association membership shall cover the period from January 1, 1994 through December 31, 1998. Memberships may then be renewed for terms of five (5) years beginning on January 1, 1999, and each consecutive 5-year anniversary, thereafter. The assessments due on Member lots for each year within the term shall be the personal obligation of the Member. However, if a Member lot is sold, then the term expires and the personal obligation ends at the date the title transfers.

9.03 Future Additions to Class A Membership.

(a) If an Owner of a Lot chooses not to join the Association during the initial membership drive or at one of the 5-year anniversary dates, and later wishes to become a Member, an initiation fee equal to the annual Class A membership fee will be charged, in addition to the regular Class A membership fee in place for that year.

(b) New Owners who acquire a Lot covered by this Declaration have the opportunity to join the Association within the first twelve (12) months of ownership of the Lot, without paying the initiation fee. After the first twelve (12) months, the Owner will be subject to the initiation fee, as described in 9.03 (a). The initial membership term for new Owners who choose to join the Association shall expire on the date of the next 5-year membership anniversary, in order to coincide with all other Member's membership terms. Renewal of memberships for new Owners is described in 9.02.

IN WITNESS WHEREOF, the Owners, acting through its duly authorized officers, has caused this declaration to be executed and sealed this _____ day of _____, 1993.

Signed, sealed and delivered
in the presence of:

COUNTRY LAKE FARM
SUBDIVISION

By: _____

Title: _____

Sworn to and subscribed before
me this _____ day of
_____, 1993.

(Notary Public)

ATTEST: _____

Title: _____

The Association, by the execution hereof, acknowledges and agrees that the Association is hereby bound by all of the Association's obligations under this Declaration of Covenants, Restrictions and Easements.

Signatures of Homeowners of Country Lake Farm Subdivision,
approving attached Declaration of Covenants and Restrictions dated
May 11, 1993:

Name:	Address:
Ronald & Charlotte Adams	2856 Overlake Run
Ronell & Karen Adams	2857 Overlake Run
Genny & Mitch Bohn	2724 Beaver Creek Xing
Tammy Vickers	2723 Beaver Creek Xing
Julia Asberry	2732 Beaver Creek Crossing
Philip & Martha Lohme	2764 Old Barn Trail
Leil & Joyce Estrada	2862 OVERLAKE RUN
Dance Miller, Rick DZollinger	2734 Beaver Creek Crossing
Phil & Maria Sheres	2741 Beaver Creek Cross
JOE & KIM Snyder	2763 Old Barn Trail
John & Joyce Schile	2582 Overlake Dr.
Mark & Linda Kaye	2729 Beaver Creek Crossing
Brian & Judi Rogers	2739 Beaver Creek Crossing
Michael & Gladys Moon	2730 BEAVER CREEK CROSSING
Ricky & Rebecca Wiley	2801 Overlake Run
Austin & David Volken	2577 Overlake Dr.
Michael & Lisa Conley	2726 Beaver Creek Crossing
Brenda & Kerry Westbrooks	2867 Overlake Run
Ronald & Jan Brett	2869 Overlake Run
John & Mary Miller	2864 Overlake Run
John & Cheryl Fox	2866 Overlake Run
Richard Brink	2752 Beaver Creek
Buddy & Kathleen Maymott	2876 OVERLAKE RUN
Steve & Amy Klein	2874 Overlake Run
Myth E. Miller	2878 Overlake Run
Michael & Maureen Leverett	2850 Overlake Run
Michael & Allison Cobb	2761 OLD BARN TRL
Bob & Donna Hawn	2731 Beaver Creek Crossing
Michael & Theresa Devine	2744 Beaver Creek Crossing
Greg & Nina Lenko	2737
Michael & Millie Cochran	275 Beaver Creek Crossing

Page two (2) of Signatures of Homeowners of Country Lake Farm Subdivision, approving attached Declaration of Covenants and Restrictions dated May 11, 1993:

Name:

Address:

<i>James E. Ashleaf</i>	<i>2133 Beaver Crk Xing</i>
<i>Mike & Wanda McHenry</i>	<i>2779 OLD BARN TRAIL</i>
<i>Ronald Harker</i>	<i>2727 Beaver Crk Xing</i>
<i>Carrie Farnum</i>	<i>2586 Overlake Dr.</i>
<i>Robert D. Lafferty</i>	<i>2584 OVERLAKE DR.</i>
<i>Glenn & Alice</i>	<i>2193 Beaver Creek Crossing</i>
<i>Ronald & Ann Williams</i>	<i>2863 Overlake Run</i>
<i>Joe J. Dwyer</i>	<i>2858 OVERLAKE RUN</i>
<i>Steve & Gloria</i>	<i>2780 Old Barn Trail</i>
<i>Wanda D. McKinney</i>	<i>2779 Old Barn Trail</i>
<i>Lawrence D. and Mary Kay</i>	<i>2771 Old Barn Trail</i>
<i>Michael I. Park</i>	<i>2852 OVERLAKE RUN</i>
<i>Stan & Barbara Hubert</i>	<i>2774 Old Barn Trail</i>
<i>Robert C. White, Hon VHI</i>	

Lot 77
Lot 88

mail

Deidre Ricks
P.O. Box 876
Austell, Ga. 30108

Deed Book 13618 Pg. 953
Filed and Recorded Oct-28-2002 05:38pm
2002-0207469

Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

INVALID

INRE: DeedBook 7459
Page 106

Note: Article VIII is an Amendment to the existing Declaration of Covenants, Restrictions and Easements for the Phase I & II of Country Lake Farm Subdivision. This Amendment is made this 26 day of December, 2000, By Country Lake Farm Subdivision.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. From and after January 1 of the year 2001 all Lots and Properties sold into new ownership shall be subject to mandatory dues of the annual assessment for the Country Lakes Farms Common Areas. Annual Assessment is established in section 2 of this Article.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, 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 the Association: (1) annual assessments or charges, 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, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and obligation reasonable attorney's fees, shall also be the personal time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in the title unless expressly assumed by them.

Section 3. Purpose of this Assessments. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvements and maintenance of the Common Area. Annual Assessment Fee shall be Two Hundred and Seventy Five Dollars (\$275.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the lot, the maximum annual assessment may be increased each year not more than 5% above the Annual assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the lot the maximum annual assessment may be increase above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The board of directors may fix the annual assessment at an amount not in excess of the maximum.

INVALID