GREY ROCK COVENANTS CONDITIONS AND RESTRICTIONS

AFTER RECORDATION PLEASE RETURN TO:

Mr. Mathews D. Swift
1017 Front Avenue
Columbus, Georgia 31902

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREY ROCK

STATE OF GEORGIA
COUNTY OF MUSCOGEE

THIS DECLARATION, made this _____ day of _____, 2005, by **GREY ROCK, LLC, a Georgia limited liability company** (hereinafter called the "Declarant"):

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of the property described in Exhibit "A" attached hereto and, by reference, made a part hereof and desires to create thereon an exclusive residential community having certain amenities for the use and benefit of all property Owners within such community; and,

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of the amenities; and, to this end, desires to subject the property described in Exhibit "A", together with such additions as may hereafter be made pursuant to Article II hereof, to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set forth, each of which is intended for the benefit of said property and each Owner of any part thereof; and,

WHEREAS, the Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which can be delegated and assigned the power and authority of maintaining and administering the amenities, administering and enforcing the covenants governing same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter provided; and,

WHEREAS, the Declarant is causing to be incorporated under the laws of the State of Georgia a non-profit corporation known as Grey Rock Property Owners Association, Inc., for the purpose of exercising the functions aforesaid and which are hereinafter more fully set forth;

NOW, THEREFORE, the Declarant hereby declares that the property described in Exhibit "A" attached hereto and, by reference, made a part hereof and such additions thereto as may hereafter be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, affirmative obligations, charges and liens (hereinafter sometimes referred to as the "Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words and terms when used in this Declaration or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Grey Rock Property Owners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

(b) "Association Properties" shall mean and refer to all property and improvements thereon, if any, now or hereafter owned, leased, or in the possession of the Association including, but not limited to, that property which is designated Association Properties on the plat of survey recorded in Plat Book 27, Folio 276 & 277, in the Office of the Clerk of Superior Court of Harris County, Georgia. Exhibit "B", attached hereto and, by reference, made a part hereof, contains a legal description of the Association Properties to be owned by the Association before any Lots shown on said plat of survey have been conveyed to Owners for purposes of residential occupancy. All Association Properties are to be devoted to and intended for the common use and enjoyment of the Owners, their families and guests and persons occupying residential accommodations of Owners on a tenant basis, subject to the published rules and regulations adopted by the Association's Board of Directors; provided, however, that any property leased by the Association shall lose its character as Association Properties upon the expiration of such lease.

(c) "Declarant" shall mean and refer to (1) Grey Rock, LLC a Georgia limited liability company, acting by and through its authorized agent, or (2) any successors-in-title to said person to all or some portion of the property then subject to this Declaration; provided, however, that such successor-in-title shall acquire such property for purposes of development or sale; and, provided further, that in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; or (3) should any of the property subject to this Declaration become subject to a first mortgage given by "Declarant" as security for the repayment of a loan, then all of the rights, privileges and options herein reserved to "Declarant" shall inure to the benefit of the holder of such mortgage upon becoming the Owner of all the property then subject thereto through whatever means, or the purchase of all such property at a judicial or foreclosure sale made pursuant to any power of sale contained in such mortgage;

provided, however, that all rights, privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title of any such acquirer of title to such property, provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such property; and, provided further, that in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance. In the event that persons specified in both (2) and (3) above become entitled to succeed to the interests of "Declarant" as therein provided, then, as between such persons, any person entitled to be "Declarant" by virtue of (3) above, shall be "Declarant" instead of any person entitled to be Declarant by virtue of (2) above.

(d) "Lot" shall mean and refer to any improved or unimproved parcel of land located within the Properties which is used or intended for use as a site for a single family dwelling and which is shown on any recorded plat of any part of the Properties.

(e) "Member" shall mean and refer to all those persons who are Members of the Association as provided for in Article III, Section 1, hereof.

(f) "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt including, but not limited to, security deeds, loan deeds and deeds to secure debt.

(g) "Mortgagee" shall mean and refer to the holder of record, whether it be one or more persons, of a Mortgage.

(h) "Owner" shall mean and refer to the record Owner, whether it be one or more persons, of fee simple title to any real property situated within the Properties excluding, however, the Association and those persons having such interest merely as security for the performance of an obligation.

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

(j) "Properties" shall mean and refer to the property described in Exhibit "A" attached hereto and, by reference, made a part hereof and additions thereto as may be made pursuant to Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS
DECLARATION: ADDITIONS THERETO

Section 1. Property Hereby Subjected to this Declaration. The property which is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to these Covenants consists of that which is described in Exhibit "A" attached hereto and, by reference, made a part hereof.

Section 2. Additions to the Properties. Additional property may become subject to this Declaration in the following manner:

(a) Additions by the Declarant as a Matter of Right. The Declarant, its successors or assigns, shall have the right, without consent of the Association, so long as the Class "B" Membership is in existence, at any time or times on or before December 21, 2022, to bring within the scheme of this Declaration and make a part of the Properties all or any portion of the property described in Exhibit "C" attached hereto and, by reference, made a part hereof not theretofore made a part of the Properties; provided that, should the Declarant, its successors or assigns, elect not to subject such property or any part thereof to the scheme of this Declaration, the Declarant, its successors or assigns, shall not be obligated to impose covenants thereon the same as or similar to the covenants contained herein. Notwithstanding anything contained herein which might be otherwise interpreted to produce a contrary result, this Declaration does not create any charge, lien or any other encumbrance or restriction on or affect in any way the title to any property other than that which is described in Exhibit "A" attached hereto and, by reference, made a part hereof. The additions authorized under this subsection shall be made by filing of record one or more Supplementary Declaration with respect to the additional properties, executed by the Declarant, its successors or assigns, which shall extend the scheme of the Covenants contained herein to such properties and thereby subject such additions to assessment for their just share of the Association expenses. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the Covenants established by this Declaration regarding the property described in said Exhibit "A".

(b) Additions Pursuant to Association Approval. Upon approval in writing of the Association pursuant to a vote of its Members and upon compliance with such terms and conditions as may be imposed by the Association pursuant to such vote, the Owner of any property, other than that which may be subjected to the scheme of this Declaration by the Declarant, its successors or assigns, as a matter or right, who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration as described in subsection (a) above except that each such Supplementary Declaration shall be executed jointly by the Owner of the property thus being added and the Association. Notwithstanding the foregoing, improvements constructed or to be constructed on such additional properties shall be of comparable or higher quality construction and aesthetically compatible in terms of architectural styles with the improvements constructed or to be constructed on the property described in Exhibit "A" attached hereto. Approval by the Association shall require the assent of two-thirds (2/3) of the votes of each class of Members of the Association voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting. The quorum required for such meeting shall be the presence there at of Members and/or proxies entitled to cast sixty percent (60%) of the votes of each class of Members of the Association. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirements set forth herein, and the required quorum at any such subsequent meeting shall be forty percent (40%) of the votes of each class of Members of the Association; provided, however, that no such subsequent meeting shall be held more than 21 days following the preceding meeting.

Section 3. Additional Ownerships to Become Members. Upon the filing of any Supplementary Declaration as provided for in Section 2 of this Article II, the Owners of such property shall become Members of the Association and, subject to the provisions of Article III hereof, such Owners and their successors in title shall thereby acquire with respect to such property, the rights and privileges granted herein to Members of the Association.

ARTICLE III

MEMBERSHIP AND VOTING
RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Membership of the Association shall consist of (a) every record Owner, whether it be one or more persons, of fee simple title to any real property situated within the Properties excluding, however, the Association and those persons having such interest merely as security for the performance of an obligation, and (b) the Declarant subject to the following provisions of this Article III. Membership shall be appurtenant to and may not be separated from Ownership of such real property, which Ownership shall be the sole qualification for Membership.

Section 2. Voting Rights. Subject to the following provisions of this Section 2, the Association shall have two classes of voting Membership: Class "A" and Class "B".

CLASS "A": Class "A" Members shall be all those Owners of Lots (except as set forth under Class "B" Membership provisions below). Except as provided below, a Class "A" Member shall be entitled to one vote for each Lot which such Owner owns.

CLASS "B": The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to three (3) votes for each Lot which it owns. The Class "B" Membership shall cease and be converted to Class "A" Membership upon the first of the following events to occur: (a) when the total votes outstanding in the Class "A" Membership equal the total votes outstanding in the Class "B" Membership, (b) abolishment by the Declarant of its Class "B" Membership evidenced by written notice thereof delivered to the Association, or (c) December 31, 2022.

When any property entitling the Owner to Membership as a Class "A" Member of the Association is owned of record by other than a single natural person, the person entitled to cast the one vote for such property shall be designated by a certificate signed by the record Owner or Owners of such property and filed with the Secretary of the Association. Each such certificate shall be valid until revoked, superseded by a subsequent certificate or a change occurs in the Ownership of such property. The votes of the Members shall be cast under such rules and procedures as may be prescribed in this Declaration or in the By-laws of the Association, as amended from time to time, or by law.

Section 3. Reallocation. As additional property is added to the governance of this Declaration as provided in Article II, the number of members will be reallocated pursuant to the new number of lots added thereto.

ARTICLE IV

PROPERTY RIGHTS IN THE ASSOCIATION PROPERTIES

Section 1. Easements of Enjoyment. Subject to the provisions of these Covenants, the rules and regulations of the Association and any fees or charges established by the Association, an easement of enjoyment in and to the Association Properties shall be appurtenant to and shall pass with the title to every Lot shown on said Exhibit "A".

Section 2. Title to Association Properties. The Declarant may retain legal title to the Association Properties described in Exhibit "B" attached hereto and, by reference, made a part hereof until the first conveyance of a Lot shown on the plat of survey referred to in Exhibit "A" by the Declarant to an Owner for purposes of residential occupancy. Prior to or simultaneously with such conveyance, the Declarant shall convey said Association Properties to the Association together with all improvements thereon. If, as and when additional property is subjected to the scheme of this Declaration pursuant to Article II hereof, the Owner thereof shall, prior to or simultaneously with the first conveyance of a Lot contained therein to an Owner for purposes of residential occupancy, convey all Association Properties comprising a part of such additional property to the Association free and clear of all liens and encumbrances together with all improvements thereon which must then be fully completed.

Section 3. Extent of Easements. The rights and easements of enjoyment in and to the Association Properties created hereby shall be subject to the following:

(a) The right of the Declarant to the exclusive use of portions of the Association Properties reasonably required, convenient or incidental to, the improvements and sale of Lots including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such right of the Declarant may be delegated by it to developers and builders having an interest in the Properties, shall be exercised so as to avoid any unnecessary inconvenience to or infringement upon the rights of others and shall continue until such time as such persons no longer own any Lot primarily for the purpose of sale or December 31, 2022, whichever shall first occur, without affecting any Member's obligation to pay assessments coming due during such period of time of the permanent charge and lien on any Member's Lot in favor of the Association;

(b) The right of the Association to borrow money for the purpose of improving the Association Properties and, with the prior written approval of Members entitled to cast at least two-thirds (2/3) of the votes of each class of Members and holders of at least three-fourths (3/4) of all first mortgages secured by Lots, to mortgage or otherwise burden or encumber said Association Properties;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Association Properties against foreclosure;

(d) The right of the Association to suspend the voting rights and right to use any Association recreational facilities of any Member for any period during which any such Member's assessment remains unpaid, and for a period not to exceed 60 days for an infraction by such Member of its published rules and regulations;

(e) The right of the Association to charge reasonable admission and other fees for the use of any Association recreational facilities;

(f) The right of the Association to abandon, partition, subdivide, sell, dedicate or transfer all or any part of the Association Properties for such purposes and subject to such conditions as may be agreed to by the Members entitled to vote thereon, provided that no such abandonment, partition, subdivision, sale, dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless first approved in writing by Members entitled to cast at least two-thirds (2/3) of the votes of each class of Members and holders of at least three-fourths (3/4) of all first mortgages secured by Lots provided, however, the Association may make minor adjustments to the various boundary lines of Association Properties without the approval of the Members or holders of first mortgages secured by Lots.

(g) The right of the Association to grant such easements and rights of way to such utility companies or public agencies or authorities as it shall deem necessary or desirable for the proper servicing and maintenance of the Association Properties or other property.

Section 4. Street Lights. Declarant, Owner and Member acknowledge that the street lights located along the road right of ways are owned by the Association and must be maintained by the Association as an expense and covered in its annual budget.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants and each Owner shall by acceptance of a deed, whether or not it shall be so expressed in such deed, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) annual assessments or charges; and (b) special assessments or charges for the purposes set forth in Section 4 of this Article V, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on the property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment first become due and payable. In the case of co-Ownership of such property, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment. Should the Association employ an attorney to collect any assessment, it shall be entitled to collect in addition thereto all costs of collection including reasonable attorney's fees.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the acquisition, improvement, maintenance and operation of the Association Properties; payment for services which the Association is authorized to provide including, but not limited to, taxes and insurance on the Association Properties, construction of improvements on the Association Properties, and repair, replacement and additions to the Association Properties; payment of the cost of labor, equipment, materials, management and supervision necessary to carry out its authorized functions; payment of the cost of street lights, electricity for street lights; payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions; establishment and maintenance of an adequate reserve fund for maintenance, repairs and replacement of those portions of the Association Properties that must be replaced on a periodic basis; and other charges as may be required by this Declaration or that the Association or its Board of Directors shall determine to be necessary to meet the primary purposes of the

Association. Special assessments shall be used for the purposes set forth in Section 4 of this Article V. Notwithstanding the levy of annual or special assessments as aforesaid, the Association shall be entitled to charge a reasonable user's fee for recreational facilities comprising a part of the Association Properties. First Mortgagees of Lots and the first Mortgagee, if any, of the Association Properties may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Association Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Association Properties and first Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. Each Owner shall be responsible for his own return of taxes on his Lot and for the payment of all taxes and governmental assessments, if any, assessed thereon by the taxing authorities.

Section 3. Annual Assessments. Beginning January 1, 2004, the annual assessment shall not exceed $1,000 per Lot, payable annually on January 15th. There shall be no assessment against any Lot owned by Declarant. From and after January 1, 2004, the maximum annual assessment for any succeeding year shall not exceed by more than ten percent (10%) the amount of the assessment for the preceding year unless such increase by more than 10% over the preceding year's assessment shall have the assent of at least two-thirds (2/3) of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to the Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The Association's Board of Directors shall, after consideration of current costs and future needs of the Association, fix the actual annual assessment for any particular year at an amount not to exceed the applicable maximum annual assessment. However, if the Board of Directors should fix such annual assessment at an amount less than the maximum annual assessment and it is subsequently determined by the Board that the amount assessed will not be sufficient, the Board shall have the power to make supplemental annual assessments but in no event shall the sum of the initial and supplemental annual assessments in any one year exceed the applicable maximum without Member approval as provided hereinabove. Should the Board of Directors fail to fix the annual assessment for any particular year, the prior year's assessment shall be continued automatically until such time as the Board shall act.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Section 3 hereof, the Association's Board of Directors may levy

special assessments for the purpose of defraying, in whole or in part, the cost of: construction or reconstruction on the Association Properties; unexpected maintenance, repair or replacement of the Association Properties and capital improvements thereon, if any, including the necessary fixtures and personal property related thereof; additions to the Association Properties; necessary facilities and equipment to offer the services authorized herein; and repayment of any loan made to the Association to enable it to perform the duties and functions authorized herein; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to the Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. Such special assessments in any one year may not exceed twice the sum equal to the amount of the annual assessment for such year except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss and may not be used to fund the reserve for maintenance, repairs or replacement of those portions of the Association Properties that must be replaced on a periodic basis.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided for in Section 3 and 4 of this Article V, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of the votes of the Members shall constitute a quorum. If the required quorum is not forthcoming at the first meeting called, not more than two subsequent meetings may be called, subject to the notice requirements set forth in said Sections 3 and 4, and the required quorum at any such 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.

Section 6. Rate of Assessment. Unless otherwise expressly provided herein or in any Supplemental Declaration regarding property of a different character, both annual and special assessments shall be fixed at a uniform rate. Any amendment to this Declaration for the purpose of changing the method of determining or rate of assessments shall require, in addition to the requirements set forth in Article XI, Section 2, hereof, the prior written approval of holders of at least three-fourths (3/4) of all first mortgages secured by Lots.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Proration. The annual assessments provided for in this Article V shall be established on a calendar year basis and shall commence immediately; provided, however, no annual assessment is due for

2003. The Board of Directors shall fix the amount of the annual assessment and send written notice of same to every Owner subject thereto at least 30 days in advance of each annual assessment period. Unless otherwise provided by the Board of Directors, the annual assessment for each Lot shall become due and payable on the fifteenth day of January of each year provided, however, said annual assessment shall be prorated based on a daily basis of title ownership. The due date of any special assessment shall be fixed in the resolution authorizing such special assessment.

The Association shall, within five days after written request therefore, furnish to any Member liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Association's Board of Directors or Agent, may be made for the issuance of such certificates. Any such certificate shall be conclusive evidence, against all but the Member, of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: The Personal Obligation of the Owner; The Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due (being the dates specified in Section 7 hereof, unless otherwise provided by the Board of Directors), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the Member which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the Member to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If such successors in title assume such Member's personal obligation such Member shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such Member and such successors in title assuming such liability shall be jointly and severally liable with respect thereof, notwithstanding any agreement between such Member and such successors in title creating the relation of principal and surety as between themselves.

(b) If an annual assessment or a special assessment is not paid within 30 days after the due date, the amount then due shall bear interest from said due date at the maximum rate allowed by law. Additionally, the Association may assess a late fee of $25. Also, the Association may bring legal action against the Member personally obligated to pay the same or foreclose its lien

against such Member's Lot, in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessments as may then be due. Each Member, by his acceptance of a deed to the Member's Lot, vests in the Association the right and power to bring all actions against the Member personally for the collection of such charges as a debt and to foreclosure the aforesaid lien in any appropriate proceeding at law or in equity. The lien provided for in this Article V shall be in favor of the Association and shall be for the benefit of all other Members. The Association, acting on behalf of the Members, shall have the power to bid in the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties and facilities or by abandonment of his Lot.

(c) If an assessment is not paid on or before the date when due, the Association may also suspend the voting rights and right to use any Association recreational facilities of the delinquent Member. Any such suspension shall not affect such Member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such Member's Lot in favor of the Association.

Section 9. Subordination of the Charges and Liens to Mortgages.

(a) The lien of the assessments and charges provided for herein (annual, special or otherwise) is hereby made subordinate to the lien of any first mortgage placed on the Lots subject to assessment if, but only if, all assessments and charges with respect to such Lots authorized herein having a due date on or prior to the date such mortgage is filed for record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged Lot pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged Lot of his personal obligation to pay all assessments and charges coming due at a time when he is the Owner of such Lot; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of subordination as against a mortgage or such Mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such Lot to the

Mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation, or relieve such Lot or the then Owner of such Lot from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use; and (b) all Association Properties; and (c) all property owned by the Declarant.

ARTICLE VI

ADMINISTRATION

Section 1. Responsibility for Administration. The administration of the property subject to the jurisdiction of the Association, the maintenance, repair, replacement and operation of the Association Properties and facilities and those acts required of the Association by this Declaration shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Association's Articles of Incorporation and Bylaws, as amended from time to time. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect its purposes, and shall be exercised in the manner provided therein.

Section 2. Management Agreements. The Association may enter into such management agreements as may be necessary or desirable for the administration and operation of the property subject to the jurisdiction of the Association. Such management agreements shall be entered into pursuant to resolution duly adopted by the Association's Board of Directors, each of which shall provide therein; the compensation to be paid; the term thereof which shall not exceed one year, renewable by agreement of the parties for successive one-year periods; the termination thereof by either party without cause or payment of a termination fee on 90 days or less written notice; the termination thereof by either party for cause on 30 days written notice; and such other matters as may be agreed upon which are not inconsistent with the terms of this Declaration or the Association's Articles of Incorporation and Bylaws, as amended from time to time. Copies of any management agreements then currently in effect shall be made available for inspection by

the Members, each of whom shall be bound by the terms and conditions thereof. Should the Association enter into any management agreement as provided for herein and thereafter, upon the termination or expiration of same, assume self management of the property subject to its jurisdiction, the Association shall provide written notice thereof to each Mortgagee of a Lot whose name and address have theretofore been furnished to the Association together with a written request for such notice.

Section 3. Limitation of Liability; Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Association Properties and facilities, the Association shall not be liable for injury or damage caused by any latent condition of the Association Properties and facilities nor for injury or damage caused by the elements, its Members or other persons; nor shall any officer or director of the Association be liable to any Member for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer or director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an officer or director, or any settlement thereof, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE VII

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors shall obtain insurance for all insurable improvements on the Association Properties against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full, current replacement cost, less ordinary deductible amounts, of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall also obtain a public liability policy covering all Association Properties and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false

arrest, invasion of privacy and libel and slander caused by the negligence of the Association or any of its agents, which public liability policy shall be in such amounts as is determined to be adequate by the Board of Directors. Premiums for all such insurance shall be common expenses paid for by the Association.

Section 2. Damage and Destruction.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and settlement of all claims arising under such insurance, obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property and, if such damage or destruction is substantial, provide written notice of same to each Mortgagee having an interest therein whose name and address have theretofore been furnished to the Association together with a written request for such notice. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to subsection (c) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Association's Board of Directors may advertise for sealed bids from and may negotiate with any licensed contractors for such repair or reconstruction and may enter into such contract or contracts for such repair or reconstruction as it may deem necessary or advisable. The contracting party or parties may be required to provide a full performance and payment bond for such repair or reconstruction.

(b) In the event that the insurance proceeds paid to the Association are not sufficient to defray the cost of such repair or reconstruction, the Association's Board of Directors shall have the authority to and shall, subject to subsection (c) hereof, levy a special assessment against all Owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Assessments for such purpose may be made, without a vote of the Members, at any time during or following the completion of any repair or reconstruction.

(c) In the event of damage or destruction by fire or other casualty to all or any part of the Association Properties and facilities, such damage or destruction shall be repaired or reconstructed unless within 60 days after such casualty an instrument requesting that the damage or destruction not be repaired or reconstructed is signed by Members of the Association entitled to cast at least eighty percent (80%) of the votes of each class of Members and filed with the Association's

Board of Directors, in which event the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction is not made available to the Association within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Association; provided, however, that said period of time shall in no event exceed 120 days after the casualty. No Mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed except that insurance proceeds paid as a result of damage or destruction to all or any part of the Association Properties and facilities shall not be used for other than repair or reconstruction unless otherwise first approved in writing by the holders of at least three-fourths (3/4) of all first mortgages secured by Lots.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Construction; Review and Approval. No building, dwelling, house, fence, wall, swimming pool, television dish, television tower, radio or television antenna or other related structure (being hereinafter referred to individually as a "Structure" or collectively as "Structures"), except those constructed by the Declarant, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change in or alteration of any of said Structures be made until complete final plans and specifications showing the nature, kind, shape, height, size, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the names of the builder or general contractor have been submitted to and approved in writing by the Architectural Control Committee composed of three or more persons appointed by the Declarant (and, after Declarant's conveyance of all Lots, appointed by the Association's Board of Directors) as to harmony of exterior design and general quality with the existing standards of the properties and as to location in relation to surrounding Structures and topography. In the event the Architectural Control Committee fails to approve or disapprove such design and location within 30 days after said plans and specifications shall have been submitted or if no action to enjoin construction has been commenced prior to completion thereof, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2. Initial Improvements. Notwithstanding the foregoing provisions of

this Article VIII, the functions of the Architectural Control Committee during and with respect to the initial improvement of each Lot and the Association Properties shall be the responsibility of the Declarant. Furthermore, the Declarant shall publish from time to time reasonable Rules and Regulations and Design and Development Standards for Grey Rock pertaining to construction of homes on Lots and use of Association Properties.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 1. Association Properties. The responsibility for the maintenance, in a neat and attractive condition, of all Association Properties and facilities shall be as prescribed in Article VI of this Declaration.

Section 2. Lots. All Lots subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by and at the expense of their respective Owners. Such maintenance shall include, but shall not be limited to, painting, staining, repainting, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements; provided, however, that any such painting or staining shall be compatible in appearance and quality with the range of colors and materials then existing on other buildings in the neighborhood.

Section 3. Trees. Owner acknowledges that tree preservation is an important part of the Grey Rock community. In that regard, each Owner agrees to keep and maintain as many trees on such Owner's Lot in keeping with the overall environment of the Property. No trees (other than dead or diseased trees) with a diameter of 4" or greater shall be removed from any Lot unless such removal is in conformity with approved site plans and specifications submitted to the Architectural Control Committee pursuant to the provisions hereof. Each Owner covenants to remove all dead trees, tree limbs and branches within 50 feet of the roads that are, in the sole judgement of the Declarant, unsightly. Declarant, it its sole discretion and at its costs, may plant new trees within 100 feet of the road in reasonable areas on a Lot in order to provide additional buffers from the road.

ARTICLE X

PROTECTIVE COVENANTS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed three stories in height and related accessory structures as may be approved pursuant to Article VIII hereof. No Lot shall be subdivided by the Owner thereof.

Section 2. Fences. No fence shall be erected, placed, altered or allowed to remain on any Lot, except as may be approved pursuant to Article VIII hereof. In addition, but only with respect to Lots adjoining the lakes (as shown on the plat of survey referred to in Exhibit "A" attached hereto), no fence or structure of any kind, other than boat docks specifically authorized by Section 20 of this Article X, shall be erected, placed, altered or allowed to remain on any such Lots nearer to said lake or pond than 100 feet, without approval of the Architectural Review Committee. Any fence erected on any Lot must be constructed of material, color and detailing which are compatible with the dwelling located on the Lot and associated site elements.

Section 3. Walls. No wall shall be constructed or permitted to remain upon any Lot if it is higher than five feet or if it is constructed of poured concrete, concrete block, concrete brick, cinder block or combination thereof or combined with clay or rock. Clay brick or rock walls will be permitted provided the style, location, height and material have been approved pursuant to Article VIII hereof.

Section 4. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than $300,000 based upon cost levels prevailing on the date this Declaration is recorded and no dwelling that contains less than two (2) bedrooms and two (2) bathrooms regardless of cost shall be permitted on any Lot, it being the intention and purpose of this Section to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, which is heated and cooled and is exclusive of one-story open porches and garages, shall not be less than 3,000 square feet for a one-story dwelling, nor less than 1,750 square feet for a two-story dwelling, using outside dimensions. The aforesaid cost of $300,000 shall be adjusted

upward every four years based on inflation as measured by an appropriate residential home indices.

Section 5. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the plat of survey referred to in Exhibit "A" attached hereto. Except as approved by the Architectural Control Committee, or at the discretion of the Declarant, no building shall be located on any Lot nearer than 125 feet to the front line, nearer than 50 feet to any rear or side Lot or street line or nearer than 200 feet to any existing dwelling. For purposes of this Section, eaves, steps, patios and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 6. Trade or Business. No trade, business, professional corporation or boarding or rooming house shall be conducted on any Lot, provided however the foregoing does not preclude an Owner from using a portion of his home as a "home office".

Section 7. Utility Easements. Easements for installation and maintenance of utilities, drainage facilities and cable television shall be reserved as shown on any recorded plat or survey of any part of the Properties or as described in any recorded instrument regarding any part of the Properties. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable, and releasable easement and right on, over and under the ground to erect, maintain, and use electric, television and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for other public conveniences or utilities on, in or over the twenty (20) feet along the rear of each Lot, and ten (10) feet along each side of each Lot. All Lot lines to a width of ten (10) feet on each side thereof may be used as drainage easements.

Section 8. Lake Frontage Lots. Declarant, Owner and the Association acknowledge that keeping a well maintained and aesthetically pleasing appearance from the Lakes looking at the various Lots and houses is important for the preservation of Grey Rock. Accordingly, every Owner of a lake Lot shall set back his home 125 feet from the waterline and shall maintain the area within said 125 feet of the lake in a uniform and aesthetically pleasing and landscaped manner. In the event that an Owner of a lake Lot fails or refuses to maintain said area pursuant to reasonable guidelines requested by Declarant and the Association, the Association may enter the Lot of such Owner to make reasonable improvements or repairs and seek reimbursement from said lake Lot Owner as if it were a special assessment as described in Article V.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No hunting or discharge of firearms shall be permitted on a Lot or on any portion of the Association Properties.

Section 10. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for sale or rent, signs used by a builder to advertise the property during the construction and sales period, and one sign displaying the property Owner's name and/or address as may be approved pursuant to Article VIII hereof.

Section 12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept as long as they are confined to their Owners Lot and provided that they are not kept, bred or maintained for any commercial purposes.

Section 14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubble. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health as well as the Harris County Health Department. Approval of such systems as installed shall be obtained from such authority.

Section 16. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 17. Streets. All Lots shall be sold with the provision that the county may at any time raise or lower the street surfaces and that such action on the part of the county shall in no way be considered as a basis for a claim for damages to the abutting property.

Section 18. Vehicles. All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance. All trail bikes, go-carts, four wheelers, ATV's, motorcycles, and similar recreational vehicles, boats and/or boat trailers shall be driven only upon paved streets, driveways and Lots. Bicycles and motor vehicles shall be allowed on pathways or unpaved Association Properties to access the Lakes. Overnight parking of all recreational vehicles and related equipment shall be in garages, screened enclosures approved pursuant to Article VIII hereof or stored in such manner as not to be visible from any street.

Section 19. Mail Boxes and Newspaper Tubes. Only mail boxes and newspaper tubes approved by the Architectural Control Committee shall be permitted.

Section 20. Boat Docks. Private boat docks shall be permitted on Lots adjoining the lakes only in accordance with plans and specifications approved by the Architectural Control Committee.

Section 21. Power Boats. No motor or power boats shall be allowed or operated upon any lake which is located upon the Properties other than boats equipped with an electric motor operating on a battery having a power output of not greater than twelve (12) volts; provided, however, that Declarant may use a gasoline powered patio boat of less than 10 horse-power on the Properties to assist in the sale of Lots until all Lots are sold.

Section 22. Construction and Marketing Activities. Only Declarant or any builders who are engaged in developing or improvement or construction of any portion of any of the Properties, shall be permitted to store building materials and equipment, erect and maintain directional and promotional signs and conduct sales activities, including maintenance or model houses on the Properties during any such development, improvement, or construction, be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 23. Zoning. No Lot shall be used in such manner as to violate the provisions of zoning regulations.

Section 24. Off-Street Parking. Adequate off-street parking shall be provided by the Owner of a Lot for the parking of automobiles.

Section 25. Simultaneous Construction. No children's playhouses, drives, walks, fences or walls shall be placed, erected, constructed, or moved onto any Lot or building Lot on said land prior to the erection or construction of a permanent residence thereon; provided, however, that such playhouse, drives, walks, fences or walls may be erected and constructed on any such Lot or plot simultaneously and in conjunction with the erection of a permanent residence thereon.

Section 26. Driveways. All driveways leading to the dwellings constructed on the Lots herein shall be constructed and completed before the commencement of occupancy and shall be built in accordance with the plans and specifications approved by the Architectural Control Committee.

Section 27. Construction Covenant. Each Lot Owner shall have five (5) years from the date of the conveyance of a Lot to the Owner to construct a dwelling upon the Lot. Should the Owner fail to construct said dwelling within five (5) years from the date of such conveyance, Declarant and/or the Association shall have the right, but not the obligation, to repurchase the Lot for the full consideration paid from the Owner to Declarant at the time of sale of the Lot. Each lot owner acknowledges that this provision will become a covenant in the conveyance.

Section 28. Road Frontage Landscape. Each lot Owner acknowledges the benefit of having a uniform landscaped area along the right-of-way of the subdivision roads. As a result, each Lot Owner agrees that the Association, at its expense, may plan, plant and maintain a "grass buffer" along the right-of-way on each side of the road; provided, however, said buffer would not

extend beyond ten (10) feet into Lot Owner's property.

ARTICLE XI

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Membership. The Architectural Review Committee (sometimes hereinafter referred to as the "Committee" or "ARC") shall consist of not less than three (3) or more of the five (5) individuals (but in any case, an uneven number of members) and is presently composed of:

Mat Swift, Chairman

Bill Green

Rozier Dedwylder

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

(a) Notwithstanding anything to the contrary contained herein, the Declarant shall have the right, but not the obligation, to appoint all members of the ARC until the plans for all of the Residences for all of the Lots in the Development have been approved by the ARC and the construction of all such Residences has been completed. Thereafter, the board shall have the right to appoint the members of the ARC. All costs of operating the ARC may, in the discretion of the Declarant or the Board, be borne by the Association. Each initial member of the ARC shall be appointed for a term expiring December 31, 2005. Thereafter, each member of the ARC shall be appointed for a calendar term year. Any ARC member may resign at any time by giving written notice of such resignation to the chairman of the ARC and such resignation shall take effect on receipt thereof by the Chairman. Any member of the ARC may be removed at any time with or without cause by the Declarant (or the Board if at the time the Board has the right to appoint members of the ARC). The members of the ARC shall appoint a chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ARC as they shall from time to time determine necessary. The ARC shall hold meetings as often as may be established by the ARC in order to carry out its duties. Meetings may be called by the Chairman and shall be called by the Chairman by written request of the majority of the members of the ARC then in office. Meetings of the ARC shall be held at such time and at such place as the ARC shall from time to time specify. Notice of each meeting of the ARC shall be given

to each member thereof in such manner and in accordance with such procedures for giving notice as may be established from time to time by the ARC at a meeting of the ARC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ARC present at any meeting thereof at which a quorum is present shall constitute the act of the ARC. In the absence of a quorum, any member of the ARC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting at which a quorum is present, any business may be transacted which may have been transacted at the meeting as originally called. The ARC shall maintain such records of its proceedings as it may from time to time deed appropriate. The ARC shall make such records available at reasonable places and times from inspection by Members of the Association and by the Secretary of the Association.

(b) Activities.

(i) The ARC shall adopt and promulgate reasonable Architectural Guidelines and Design Standards and shall, as required, make findings, determinations, rulings and orders with respect to the conformity with said Architectural Guidelines and Design Standards of plans and specifications to be submitted to the ARC for approval pursuant to the provisions of this Declaration. The ARC shall, as required, issue approvals which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the ARC may be authorized by the ARC to exercise the full authority of the ARC with respect to all matters over which the ARC has authority as may be specified by resolution of the ARC, except with respect to the adoption or promulgation of the Architectural Guidelines and Design Standards. The unanimous action of the two (2) or more members with respect to matters specified shall be final and binding upon the ARC and upon any applicant for an approval, subject, however, to review and modification by the ARC as provided in this subparagraph (ii). Written notice of the decision of such two (2) or more members shall be given to any applicant for an approval. The applicant may, within ten (10) days after receipt of notice of any decision which he deemed to be unsatisfactory, file a written request to have the matter in question reviewed by the ARC. 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 ARC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ARC with respect to such matter shall be final and binding.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration. The Covenants contained herein shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date on which this Declaration is filed for record in the Office of the Clerk of the Superior Court of Harris County, Georgia. Thereafter, said Covenants shall be renewed and extended automatically for successive periods of ten years each unless, during the last year of any particular term, an instrument in opposition to any such automatic renewal and extension is signed by at least three-fourths (3/4) of the Lot Owners and recorded in the office of the Clerk of the Superior Court of Harris County, Georgia, in which event the Covenants shall expire at the end of the then current term. Written notice of any proposal not to renew and extend the Covenants shall be given to each mortgagee of a Lot whose name and address have theretofore been furnished to the Association together with a written request for such notice.

Section 2. Amendments. During the first five (5) years following the filing of this Declaration, Declarant may make amendments to this Declaration without the consent of Class "A" members so long as said amendment does not materially alter the overall intent and philosophy of this Declaration. Thereafter, this Declaration may be amended at any time during the initial term hereof by an instrument signed by at least nine-tenths (9/10) of the Lot Owners, and thereafter by an instrument signed by at least three-fourths (3/4) of the Lot Owners, and recorded in the office of the Clerk of the Superior Court of Harris County, Georgia. During the existence of the Class "B" membership, any amendment of this Declaration shall require, in addition, the prior written approval of the Class "B" member. Should any proposed amendment alter materially the Covenants contained herein, written notice thereof shall be given to each mortgagee of a Lot whose name and address have theretofore been furnished to the Association together with a written request for such notice. Notwithstanding the foregoing, amendments to this Declaration for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity authorized to fund or guarantee mortgages on Lots within a planned unit development, as such requirements may exist from time to time, may be effected by the execution thereof by all directors of the Association and the recording of same in the office of the Clerk of the Superior Court of Harris County, Georgia.

Section 3. Notices. Any notice required to be sent to any Owner or mortgagee pursuant to any provision of this Declaration or the Association Bylaws may be served personally or by depositing such notice in the mail, postage prepaid, addressed to the Owner or mortgagee to whom it is intended at his last know place of residence or business, or to such other address as may be furnished to the secretary of the Association, and such services shall be deemed sufficient. The date of service by mail shall be the date of mailing. Notice to one of two or more co-Owners shall constitute notice to all.

Section 4. Enforcement. Enforcement of the Covenants contained herein and the Association's Articles of Incorporation and Bylaws may be by any appropriate proceeding at law or in equity by the Association or any aggrieved Owner against any person or persons violating or attempting to violate same, either to restrain violation, to enforce personal liability, to recover damages or to enforce any lien created by these covenants. The remedies provided for herein are distinct and cumulative and the exercise of any one or more of them shall not produce the exercise of any or all other legal remedies now or hereafter provided. Any failure by the Association or any Owner to enforce any of said Covenants, Articles of Incorporation or Bylaws, however long continued, shall in no event be deemed a waiver of the right to do so thereafter. Any person entitled to file a legal action for any violation of these Covenants, the Association's Articles of Incorporation or Bylaws shall be entitled to recover reasonable attorney's fees as a part of such action.

Section 5. Notice of Default to Mortgagees. The first mortgagee of a Lot shall be entitled to written notification from the Association of any default by the Owner of such Lot in the performance of this obligations under this Declaration or the Association's Articles of Incorporation, Bylaws or rules and regulations which is not cured within 60 days provided that a request for such notices shall be been made in writing to the Association by such mortgagee.

Section 6. Priority of First Mortgagees. No provision of this Declaration or of the Association's Articles of Incorporation, Bylaws or rules and regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Lots pursuant to their mortgages in the case of distribution to Lot Owners of insurance proceeds or condemnation awarded for losses to or a taking of the Association Properties or any portions thereof.

Section 7. Leasing of Lots. Any lease agreement between an Owner and his lessee regarding any Lot must be in writing and must (i) be in writing; (ii) be for a period of six months or longer; (iii) a copy of which must be delivered to Declarant provide therein that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Association's Articles of Incorporation and Bylaws, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

Section 8. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 9. Authorized Action. Unless otherwise expressly provided herein, all actions which the Association is permitted or required to take pursuant to the provisions of this Declaration shall be authorized actions of the Association if approved by the Board of Directors in the manner provided for in the Bylaws of the Association.

Section 10. Captions. The caption of each section hereof as to the contents of such section is inserted only for convenience and is in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular section to which it refers.

Section 11. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires or permits.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

DECLARANT:

GREY ROCK, LLC, a Georgia
limited liability company

By: _____
Its: _____

Signed, sealed and delivered
in the presence of :

_____
Unofficial Witness

_____
Notary Public

Muscogee County, Georgia

My Commission Expires: _____
(Notary Seal)