

Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.
I HAVE NO OBJECTION TO THE RECORDING OF THIS DEED

RR
20/48

Top portion for recording purposes

After Recording Return to:
MOORE INGRAM JOINSON & STEELE, LLP
Attn: Susan S. Stuart
192 Anderson Street
Marietta, Georgia 30060

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CREST RIDGE SUBDIVISION

STATE OF GEORGIA
COUNTY OF COBB

THIS DECLARATION, made this 22nd day of January, 2001, by Leapin Lizard Development Corp. (hereinafter referred to as "Declarant") and W&H Properties, LLC (hereinafter referred to as "Other Owner").

WITNESSETH

WHEREAS, Declarant and Other Owner are the owners of the subdivision known as Crest Ridge Subdivision, being a subdivision of all those certain lots, tracts or parcels of land situated, lying and being in Land Lots 628 and 629 of the 19th District, 2nd Section, Cobb County, Georgia, and being more fully delineated by a plat prepared by Krewson-Vickrey Engineers & Land Surveyors, dated July 31, 2000 and recorded in Plat Book 192, Page 29, Records of Cobb County, Georgia (the "Property"); and

WHEREAS, Declarant and Other Owner desire to provide for the preservation and enhancement of the property values in Crest Ridge Subdivision, and for the maintenance of property and improvements thereon, and to this end desires to subject the property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Property; and

WHEREAS, Declarant and Other Owner has deemed it desirable, for the efficient preservation of the values in Crest Ridge Subdivision, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the common area and

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date that such Lot is conveyed to an Owner. Anything contained herein to the contrary notwithstanding, Declarant and any builder shall not be responsible for assessments on Lots not containing an occupied residence. Declarant shall, however, fund any deficit which may exist between assessments and the annual budget or pay the annual assessment and any special assessments due for as long as there is a Class B member of the Association. Declarant's obligation hereunder shall constitute a lien against all real property owned by Declarant and subject to this Declaration. The due dates shall be established by the Declarant until there is no longer a Class B member and then by the Board. The Association shall, upon demand, and for a reasonable charge, not to exceed Ten Dollars (\$10.00), 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 specified Lot is binding upon the Association as of the date of its issuance. If the Association fails to respond to any such request within ten (10) days after receipt of such request, any lien then outstanding shall be deemed to have been extinguished. All such requests shall be sent to the Association in the same manner as provided for notices in Section 6 hereof.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to purchase any lot at any sale and convey the same for the purpose of protecting its lien. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of action on lien.

Section 9. Subordination of Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became

kind upon any lot or upon any parcel of land, except for emergency repairs, and then only to the extent necessary to enable the movement thereon to a proper repair facility.

Section 8. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot without prior written approval of the Architectural Control Committee.

Section 9. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse or tool shed. Such accessory structures shall not exceed ten (10) feet in height, shall conform in exterior design and quality to the dwelling on the same Lot, and shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning law. There shall be no outside lighting except as may be approved by the Architectural Control Committee. Any accessory structure must be approved, in advance, in writing by the Architectural Control Committee.

Section 10. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in Crest Ridge Subdivision shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code, rules, regulations and orders of all applicable governmental agencies and authorities.

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

(c) Only one mailbox shall be located on any Lot, which mailbox shall be selected to be identical in quality and design of surrounding dwellings and mailboxes and shall be placed and maintained to complement the dwelling to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal Service, its successors and assigns. Any deviation from the standard mailbox and supporting structure must be approved by the Architectural Control Committee.

(d) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.

(e) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee.

(g) It is understood that if Crest Ridge Subdivision is approved for funding of individual Lot loans by the Federal Housing Administration and/or the Veterans Administration, any variance from the plan of Annexation initially approved by them may jeopardize future funding unless such variance is approved prior to implementation.

Section 3. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex Additional Property pursuant to this Article for the purpose of removing any portion of Crest Ridge Subdivision then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for Crest Ridge Subdivision, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Crest Ridge Subdivision.

IN WITNESS WHEREOF, Leapin Lizard Development Corp. and Other Owner have caused this Declaration to be executed in its name and by its duly authorized officers and its seal affixed on the day and year first above written.

Signed, Sealed and Delivered in the presence of:

"Declarant"
Leapin Lizard Development Corp.

Sharon J. Smart

Witness

Notary Public
[Notary Seal]



By: John K. McPherson with special
Title: President permission
by William H. Hopper

[corporate seal]

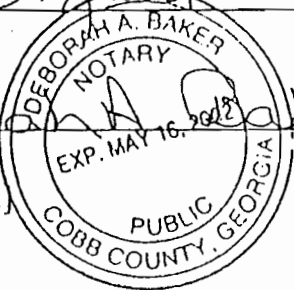
Signed, Sealed and Delivered in the presence of:

"Other Owner"
W & H Properties, LLC

James S. Grant

~~Witness~~

Notary Public
[Notary Seal]



By: William H. Harper, Jr. (SEAL)
Title: member

PAWNEE COVENANT CREST RIDGE
SUBDIVISION, final.wpd

EXHIBIT "A"

Legal Description of Additional Property

All that tract or parcel of land lying and being in Land Lot 631 of the 19th District, 2nd Section of Cobb County, Georgia, being 10.667 acres as per plat of survey for W & H Properties, LLC, Branch Banking and Trust Company and Chicago Title Insurance Company, dated November 20, 2000, prepared by Krewson -Vickrey Engineers & Land Surveyors, Edward G. Vickrey, Georgia Registered Land Surveyor No. 2563, and being more particularly described as follows:

BEGINNING at a 1¼" open top pipe found at the common corner of Land Lots 631, 630, 628 and 629, said District and Section; thence running south 00 degrees 22 minutes 47 seconds west as measured along the easterly land lot line of Land Lot 631, said District and Section, for a distance of 907.15 feet to a #5 rebar found and corner; thence running north 71 degrees 24 minutes 20 seconds west for a distance of 451.14 feet to a ½" open top pipe found; thence running north 71 degrees 19 minutes 54 seconds west for a distance of 149.37 feet to a ½" open top pipe found and corner; thence running north 00 degrees 22 minutes 47 seconds east for a distance of 721.98 feet to a #4 rebar found and corner located on the northerly land lot line of Land Lot 631, said District and Section; thence running south 89 degrees 20 minutes 48 seconds east as measured along the northerly land lot line of Land Lot 631, said District and Section, for a distance of 570.37 feet to a 1¼" open top pipe found and the POINT OF BEGINNING.

Deed Book 13334 Pg 2344

T.C. Johnson

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