

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
GLEN CLAREN SUBDIVISION**

THIS DECLARATION is made as of the 30th day of November, 1994 by THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York Corporation (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, Declarant owns certain lots and blocks of lots (hereinafter collectively referred to in the singular as a "Lot" and in the plural as "Lots") and surrounding properties located in Land Lot 40 of the 6th District of Fayette County, Georgia which property is more particularly shown on that certain plat of survey of Glen Claren Subdivision, recorded in Plat Book 25 at Pages 163 ~~XXX~~ ^{THROUGH} 165 Fayette County, Georgia records (hereinafter referred to as the "Property"); and

WHEREAS, Declarant desires to establish certain covenants and restrictions pertaining to the ownership, development, use and enjoyment of the Property.

NOW THEREFORE, for and during the term hereof, as hereinafter stated, be it hereby declared that the Property is subjected to the covenants, conditions and restrictions as follows:

1. RESIDENTIAL PURPOSE. Without specific written approval from Declarant no portion of the Property shall be used except for residential purposes; provided, however, that a commercial builder may use a residential dwelling constructed by it on a Lot for a sales office so long as it is actively offering for sale houses that it constructed on the Property.

2. ARCHITECTURAL GUIDELINES. ANY STRUCTURE OR IMPROVEMENT CONSTRUCTED ON ANY LOT, WHETHER TEMPORARY OR PERMANENT IN NATURE, SHALL BE DESIGNED AND BUILT IN ACCORDANCE WITH THE ARCHITECTURAL GUIDELINES ADOPTED BY THE ARCHITECTURAL REVIEW BOARD.

3. ARCHITECTURAL STANDARDS. No exterior construction, alteration, addition, or erection of any improvements of any nature whatsoever, including, without limitation, a change in the color of any improvement, shall be commenced or placed upon any Lot, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until such plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Review Board established by the Declarant. The Declarant may employ for the Architectural Review Board architects, engineers, or other persons necessary to enable the Architectural Review Board to perform its review. The Architectural Review Board may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the Architectural Review Board for all matters delegated. The Architectural Review Board shall adopt the design and development guidelines and the application and review procedures set forth in the Architectural Guidelines. Copies of the guidelines shall be available from the Architectural Review Board for review. The Architectural Review Board shall have sole and full authority to prepare and to amend the Architectural Guidelines. It shall make the Architectural Guidelines available to owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Property and such owners, builders and developers shall conduct their operations strictly in accordance therewith.

The Declarant shall have the right to appoint all members of the Architectural Review Board. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant and recorded in the Land Records of the Clerk of the Superior Court of Fayette County, Georgia. Upon the surrender of such right, each year the resident owners of all the Lots comprising the Property shall by majority vote appoint for a one year term three (3) resident owners to serve as the members of the Architectural Review Board. The Declarant hereby appoints Peachtree City Development Corp. as the sole member of the

Architectural Review Board to serve in such capacity for the term of this Declaration, unless such appointment is sooner terminated in writing by the Declarant, its successors or assigns, and either (i) a new person or entity is appointed by the Declarant or (ii) the Declarant surrenders its right hereunder to appoint the members of the Architectural Review Board.

In the event that the Architectural Review Board fails to approve or to disapprove submitted plans and specifications within ten (10) business days after the plans and specifications have been submitted to it, such approval shall be deemed to have been given, but as to any such approval the Lot owner, his successor and assigns shall be bound by and shall comply with all other provisions of this Declaration. As a condition of approval under this Section, an owner of a Lot shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. The Architectural Review Board shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Review Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies, in the event of noncompliance with this Section, the Architectural Review Board may record in the appropriate land records a notice of violation hereunder naming the violating owner.

Plans and specifications are not approved by engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Board, the members thereof, nor the Declarant assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Architectural Review Board, nor their officers, directors, members, employees and agents shall be liable for damages to anyone submitting plans and specifications for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner of a Lot agrees that he will not bring any action or suit against Declarant, the Architectural Review Board, or their officers, directors, members, employees and agents to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

4. NO WAIVER OF FUTURE APPROVALS. The approval of the Architectural Review Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Architectural Review Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

5. VARIANCE. The Architectural Review Board may authorize variances from compliance with any of the provisions of the Architectural Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Architectural Review Board from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6. SQUARE FOOTAGE. No house shall be constructed on any Lot having an enclosed heated area, exclusive of the garages, porches and basements of less than 1,300 square feet, nor more than 2,100 square feet.

7. CONSTRUCTION. The exterior of all structures must be completed within one (1) year after the construction of same shall have commenced (city building permit date), except where such completion is impossible or would result in great hardship to the owner of a Lot or builder due to strikes, fire, national emergency, or natural calamities or as such one year period may be extended by the Architectural Review Board after application for such extension is requested by any owner or builder of a Lot.

8. FENCE AND WALLS. No fence or wall of any kind shall be erected, begun, or permitted to remain upon any portion of any Lot unless and until plans are submitted to and approved by the Architectural Review Board, its agents, successors, or assigns.

9. SIGNS. Without specific written approval from the Architectural Review Board no sign may be displayed to the public view on any Lot. All signs must be professionally prepared.

10. SUBDIVISION OF LOTS. No Lot shall be subdivided in any way for sale, resale, gift, transfer, or other purposes, except with the written approval of Declarant.

11. BOATS AND TRAILERS. No boat trailer, house trailer, trailer, or any similar items shall be stored or parked on any Lot except within an approved enclosed garage or otherwise screened from public view. In addition, no automobiles, trucks, or other motorized vehicles may be kept outside a garage unless such vehicles are operative and have up-to-date licenses. Boats and recreational vehicles must be stored in enclosed garages or otherwise screened from public view.

12. TREES. No trees shall be removed from any Lot without written authorization from the Architectural Review Board, who may adopt and promulgate rules and regulations for the preservation of trees and other natural resources on the Property.

13. TEMPORARY STRUCTURE. Without the prior written consent of the Architectural Review Board, no temporary building, trailer, garage, or structure shall be maintained or allowed to exist on a Lot, nor may the same be used, temporarily or permanently, as residence.

14. STORAGE. No lumber, metals, bulk materials, refuse, trash, or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any Lot except during the one-year construction period (during actual construction). In addition, during construction the building materials on any Lot shall be placed and kept in an orderly fashion. Specifically, any Lot on which construction is in progress shall be policed prior to each weekend; during the weekend, all materials shall be neatly stacked or placed, and any trash or waste materials shall be removed.

15. FUEL TANKS AND ANTENNAS. All fuel tanks or similar storage receptacles must be screened from view; such receptacles must be installed within the main dwelling, an accessory building, a screened area, or buried underground. Any exterior installation is subject to Architectural Review Board's approval. Without the prior written approval of the Architectural Review Board no auxiliary devices (such as TV and radio antennas and towers or satellite dishes) shall be erected or maintained upon a Lot (including the improvements constructed thereon) unless the same is in compliance with the Architectural Guidelines.

16. LANDSCAPING. Within sixty (60) days of the issuance of a Certificate of Occupancy by Peachtree City, landscaping shall be installed by the owner of any Lot in accordance with the landscaping plan approved by the Architectural Review Board. The failure of such owner to comply with the foregoing restriction shall give the Architectural Review Board the right, but not the obligation, to enter upon the site and install said landscaping. Any and all costs incurred thereby shall be due and payable by the owner of said Lot within five (5) days after receipt of written notice therefor and the failure of said owner to pay such cost within said time period shall give rise to a lien against the Lot enforceable by the Architectural Review Board.

17. MAINTENANCE. Each Lot shall at all times be kept in a clean and well maintained condition. All landscaped areas shall be well groomed and maintained at all times. No building or structure shall be permitted to fall in disrepair, and each such building and structure

shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with previously approved plans and specifications. In the event the owner of any Lot elects not to repair or reconstruct, then such owner of a Lot shall within ninety (90) days of such damage or destruction remove the structure, grade the property, and return same to a clean and well maintained condition. Should such owner of a Lot fail to begin reconstruction or removal within such ninety day period, Architectural Review Board shall have the right, privilege and license, but not the obligation, to enter upon the site, remove such damage or destroyed structure, and grade the site at the owner's expense. Any such expense incurred by the Architectural Review Board shall be paid in full by such owner within five (5) days after written demand therefor, the failure of said owner to pay such cost within said time period shall give rise to a lien against the Lot enforceable by the Architectural Review Board.

18. DECLARANT'S SIGNS. Nothing herein contained shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of such signs as may be necessary or convenient to the development, sale, operation, or other disposition of Declarant's property within Peachtree City.

19. NOTICE. Every person who now or hereafter owns or acquires any right, title, estate, or interest in or to the Property or any portion thereof is and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easements, condition and covenant contained herein and in the Architectural Guidelines, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in said Lot or any portion of the site.

20. DECORATIVE APPURTENANCES, RECREATIONAL FACILITIES AND ENERGY CONSERVATION EQUIPMENT. Without the prior written consent of the Architectural Review Board no decorative appurtenances or recreational facilities including, without limitation, trampolines, skateboard ramps, tree houses, play houses, deer stands, swing sets or basketball goals shall be installed or maintained on a Lot or any portion thereof. Above-ground swimming pools on any Lot are prohibited. In-ground swimming pools may be installed and maintained only after the prior written approval of the Architectural Review Board. Without the prior written consent of the Architectural Review Board, no solar energy panels and related hardware or any other energy conservation equipment shall be installed or maintained on a Lot or any improvement constructed thereon.

21. INSPECTION. The Architectural Review Board may, from time to time, at any reasonable hour or hours, enter upon and inspect any Lot for the purpose of ascertaining compliance herewith. In addition, during the period of construction of any improvements on a Lot the Architectural Review Board shall also have the right to enter upon and inspect any such improvements under construction for the purpose of ascertaining compliance herewith.

22. CONSENTS AND ENFORCEMENT.

For purpose of these restrictions, any written consents or approvals may be given by such person or entity as the Declarant may from time to time designate in writing, which designation has been or will be filed in the public records maintained by the Clerk of the Superior Court of Fayette County, Georgia and which will be effective until the same is revoked in like manner.

The Declarant is the owner of other properties in the area in which the Property subjected to the within and foregoing Declaration of Covenants and Restrictions is located and, as such, has, and will continue to have, a direct and beneficial interest in the enforcement of the restrictions and covenants set forth herein and established hereby and may enforce compliance with such covenants and restrictions notwithstanding that the Declarant may no longer have an ownership interest in the Property subjected hereto.

DECLARANT SHALL NOT BE LIABLE TO ANY PERSON WHOMSOEVER FOR ANY VIOLATIONS OF THESE RESTRICTIONS AND DECLARANT DOES NOT WARRANT TO ANYONE THAT THESE RESTRICTIONS WILL BE ENFORCED AS TO

ANY PROPERTY TO WHICH THIS DECLARATION IS APPLICABLE. THE INITIATION OF ENFORCEMENT ACTION FROM TIME TO TIME BY DECLARANT OF THE ABOVE RESTRICTIONS WILL BE FOR ITS SOLE BENEFIT AND CONTROL AND DECLARANT SPECIFICALLY DISAVOWS ANY OBLIGATIONS, IMPLIED OR OTHERWISE, TO MAINTAIN OR ENFORCE THESE RESTRICTIONS: HOWEVER, THIS SHALL NOT PRECLUDE OR PREVENT THE OWNER OF ANY PORTION OF THE PROPERTY FROM BRINGING SUCH ACTION AS IT DEEMS NECESSARY IN ORDER TO ENFORCE THESE RESTRICTIONS AGAINST ANY PART IN VIOLATION THEREOF OTHER THAN DECLARANT. ALL COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COST) INCURRED BY THE DECLARANT, THE ARCHITECTURAL REVIEW BOARD OR THE OWNER OF ANY LOT IN CONNECTION WITH THE ENFORCEMENT OF A VIOLATION OF THE WITHIN AND FOREGOING COVENANTS AND RESTRICTIONS SHALL BE PAID BY THE PARTY FOUND TO BE VIOLATING SAID COVENANTS AND RESTRICTIONS OTHER THAN THE DECLARANT AND SHALL CONSTITUTE A LIEN AGAINST THE LOT OWNED BY THE OWNER FOUND TO BE IN VIOLATION.

23. EASEMENTS. Declarant reserves for itself, its successors and assigns and for Georgia Utilities Company and any other utility company providing services to the Property easements as shown on the plat of survey referred to hereinabove for the purpose of installing, maintaining, repairing, and replacing utility (water, gas, electricity, sewage, surface water drainage) lines and services and other purposes related and necessary thereto.

24. AMENDMENT. Until such time as the Declarant surrenders its rights under Section 3 hereof to appoint all members of the Architectural Review Board, this Declaration may not be amended without the Declarant's prior written consent. Any amendment to this Declaration shall only be effective upon the filing of an instrument in the Fayette County Land Records.

25. SEVERABILITY AND TERM. Invalidation of any of the foregoing restrictions, or any part thereof, by judgment or court order, shall in nowise affect any of the other restrictions which shall remain in full force and effect. The covenants and restrictions shall be covenants and restrictions running with the land and shall be binding on all owners and occupants of all or any portion of the Property for a period of twenty (20) years from the date hereof. After which time such covenants and restrictions shall automatically be extended for successive five (5) year periods unless an instrument is recorded in the Fayette County Land Records signed by (i) the Declarant, if the Declarant has not surrendered its right under Section 3 hereof to appoint all members of the Architectural Review Board, or (ii), if the Declarant has surrendered such right, a majority of the then owners of the Lots comprising the property.

IN WITNESS WHEREOF, this document has been executed and sealed as of the day and year first above written.

Signed, sealed and delivered in our presence this 11th day of November, 1994

[Signature]
Witness

[Signature]
Notary Public
Notary Public, Cowdell County, Georgia
My Commission Expires March 27, 1995



THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By: [Signature]
Its: Terrell E. Daffer
Investment Officer

(CORPORATE SEAL)

BOOK 954 PAGE 643