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Filed and Recorded Nov-23-1998 01:06pm
1998-0251566
Jay C. Stephenson
Clerk of Superior Court
Cobb County, Georgia

DECLARATION OF PROTECTIVE COVENANTS

FOR

GROVE PARK SUBDIVISION

UNIT I

THIS DECLARATION is made on the date hereinafter set forth by Grove Park Development, Inc., a Georgia Corporation (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all that tract or parcel of land and the improvements thereon located in Cobb County, State of Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (hereinafter the "Subject Property"); and,

WHEREAS, Declarant desires to subject the Subject Property to the provisions of this Declaration to create a residential community of single family homes; and,

NOW, THEREFORE, Declarant hereby declares that the Subject Property of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Subject Property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of all or any portion thereof.

ARTICLE I

DEFINITIONS

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in Exhibit "B" attached hereto and made a part hereof by reference.

ARTICLE IV

ASSESSMENTS

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) Annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or eighteen (18%) percent per annum, costs, and reasonable attorney's fees actually incurred, which shall be a charge on a Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

The Association shall, within ten (10) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Assessments shall be paid at a uniform rate per Lot in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for

costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute a lawsuit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or reconvey the same.

5. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason or any alleged failure of the Association to take some action or perform such function required to be taken or performed by the Association under this Declaration or the By-Laws, or for the inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs and attorney's fees, then to late charge, then interest and then to delinquent assessments.

Section 6. Commencement of Assessments. The annual assessments provided for herein shall commence as to all Lots then existing and subject to assessment under this Declaration of the first day of the month following the conveyance of the first Lot by the Declarant to a person other than Declarant and shall be due and payable in a manner and on a schedule as the Board of Directors may provide.

Section 7. Specific Assessment. The Board shall have the power to specifically assess, in its discretion as it deems appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.

ARTICLE V

MAINTENANCE

Section 1. Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain all entry features for the Community and street signs and lights installed by Declarant, if any.

(b) The Association shall be obligated to maintain, repair, and replace, as necessary, all mailboxes and mail receptacles located within the Community.

(c) There is hereby reserved to the Association a blanket easement upon, across, over and under all property within the Community for access, ingress and egress as necessary to permit the Association to perform such maintenance.

(d) The Association shall also maintain all property outside of the Lot originally maintained by Declarant. In addition, the Association shall be obligated to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

Section 2. Owner's Responsibility. Except as provided in the preceding Section and hereafter, all maintenance of the Lots shall be the sole responsibility of the Owner thereof, who shall maintain said Lot in a manner consistent with this Declaration. If the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly any such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder; or (b) that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform the repair, replacement, or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

ARTICLE VI

USE RESTRICTIONS AND RULES

Section 1. General. This Article sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may be amended only in the manner provided herein regarding amendments of this Declaration. The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Lots and the Common Property. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the Community. The Board shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. Such regulations and use restrictions shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total Association vote.

Section 2. Use of Lot. All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on or in any Lot at any time except with the prior written approval of the Board. Leasing of a Lot shall not be considered a business or business activity.

Section 3. Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the written consent of the Board except: (a) such signs as may be required by legal proceedings; and (b) not more than one (1) "for sale" sign having a maximum area of four (4) square feet. The Board shall have the right to erect any reasonable and appropriate signs.

Section 4. Vehicles. There shall be no motor homes, boats or trucks exceeding a one-ton capacity parked or located anywhere within the community. Vehicles shall not be parked on any street within the Community. Vehicles shall not be parked on Common Property, except in designated parking areas. The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, four-wheelers, buses, vans and automobiles.

Section 5. Leasing. Lots may be leased for residential purposes only.

Section 6. Occupants Bound. All provisions of this Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners

and which provide for sanctions against Owner shall also apply to all Occupants of any Lot even though the Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid in a timely fashion, the fine may then be levied against the Owner.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted within the Community or within any Lot, with the exception of dogs, cats, or other usual and common household pets in a reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Lot be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community.

Section 8. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition either in or around his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept in any Lot or around said Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on in any Lot, nor shall anything be done therein intending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property adjacent to said Lot.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 10. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. The Board or its designee shall be the sole arbiter of such plans and may withhold approval for any

ARTICLE VII

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association under the terms and provisions hereof. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or construction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Section 2. Damage and Destruction - Common Property.

(a) In General. Immediately after the damage or destruction to all or any portion of any improvements covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agents shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property.

(b) Repair and Reconstruction. Any damage or destruction to property required to be covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the total Association vote otherwise agree. In the event that it should be determined by the Association that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

ARTICLE VIII

CONDEMNATION

Whenever all or any part of the Common Property shall be taken by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The

award made for such taking shall be payable to the Association as Trustee for all Owners.

ARTICLE IX

ANNEXATION OF ADDITIONAL PROPERTY

The Declarant shall have the unilateral right, privilege, and option from time to time at any time until ten (10) years after the recording of this Declaration and shall have the authority to annex additional property which shall be governed by a supplementary Declaration describing said property being annexed. Any such annexation shall be effective upon the filing for record of such supplementary Declaration unless a later effective date is provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as the rights of then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

ARTICLE X

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of the Common Property.

Section 2. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 3. Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by Declarant (so long as Declarant owns any property for development and/or sale within the Community or has the right unilaterally to annex additional property to the Community) and Owners representing at least two-thirds (2/3) of the total Association vote (other than Declarant so long as the consent of Declarant is required).

(b) Any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his family, his tenants and guests and shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Lot, if leased.

Section 3. Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing and maintaining all utilities serving the Community or any portion thereof.

Section 4. Easement for Association Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community as are necessary to allow for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owner's property. Reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at his sole expense.

Section 5. Easements for Maintenance and Repair. There shall be reciprocal appurtenant easements between adjacent Lots for the purpose of maintaining or repairing the improvements. The Lot Owner exercising the easement right shall be liable for the prompt repair of any damage to the Lot over which this easement is exercised which is caused by the maintenance or repair. The damaged portions of such Lot shall be restored to substantially the same condition as existed prior to the damage.

Section 6. Easement for Entry. In addition to the right of the Board to exercise self-help as provided hereinabove, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety reasons. Except in an emergency situation, entrance shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused thereby. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 7. Easements for Common Rights-of-Way. Declarant hereby creates joint and reciprocal easements in perpetuity for vehicular and pedestrian traffic in, upon, over and across those areas in the Community. No Owner of any Lot shall be allowed to change, alter or diminish the right of the Owners of such Units to the use and enjoyment of common rights-of-way.

Section 8. Pedestrian Easements. Declarant hereby expressly reserves perpetual pedestrian easements for access across Common Areas within the Community for the benefit of the Association and Owner if an to the extent any such easement is shown on any plat for the Community recorded by Declarant in the deed records of Cobb County, Georgia.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. Each Owner and every Occupant of a Lot shall comply strictly with the By-Laws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein, for the collection of assessments. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, however, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other

conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by the Declarant if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans; or, if such amendment is necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots and the consent of the Declarant (so long as the Declarant owns any property and/or sale in the Community or has the right unilaterally to annex additional property to the Community). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Section 5. Partition. The Common Property shall remain undivided, and no Lot Owner nor any other person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portions of the property, including, but not necessarily limited to, the Lots located within the Community.

Section 6. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision of 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 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Conveyance of Common Property by Declarant to Association: Assignment of Contracts. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section. The Association shall also accept assignment of any contracts entered into by the Declarant for the benefit of the Association of the Owners.

Section 10. Indemnification. In accordance with the Georgia Nonprofit Corporation Code and to the full extent allowed, the Association shall indemnify every person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than action by or in the right of the Association), by reason of the fact that such person is or was serving as a director or officer of the Association against any and all expenses, including attorneys' fees, imposed upon or reasonably incurred in connection with any action, suit, or proceeding, if such person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the person is proper under the circumstances.

Section 11. Books and Records.

(a) Inspection by Members and Mortgagees. This Declaration, the By-Laws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the records;
- (ii) Hours and days of the week when such an inspection may be made; and
- (iii) Payment of the cost of producing copies of documents.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 12. Financial Statements. Financial statements for the Association shall be compiled annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial statements at the annual meeting, the Owners, by a Majority vote, may require that the financial statements of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all costs associated therewith, such holder shall be entitled to receive a copy of the audited financial statements of the Association within ninety (90) days of the date of the request.

Section 13. Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

Section 14. Agreements. Subject to the prior approval of Declarant, so long as the Declarant has an option to unilaterally subject additional property to this Declaration as provided in Article IX above, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 15. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the By-Laws and any rule, regulation or use restriction promulgated pursuant thereto if it

determines that waiver of application or enforcement of the provisions in a particular case would not be inconsistent with the overall scheme of development for the Community.

Section 16. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy five percent (75%) of the Total Association Vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article IV hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counter-claims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 17. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 18. Use of Recreational Facilities by Nonmembers. For so long as Declarant has an option to unilaterally subject additional property to this Declaration, Declarant shall have the right to grant to persons who are not members of the Association the right to use the Community recreational facilities (if any) constructed by Declarant.

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IN WITNESS WHEREOF, the undersigned has executed this instrument and affixed its seal, this 12 day of November, 1998.

Grove Park Development, Inc.,
a Georgia Corporation

By: Evan M. Schatz
Title: PRES.

Attest: Gary Z. Powell
Title: SECRETARY

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Debbie S. Mabry
Notary Public

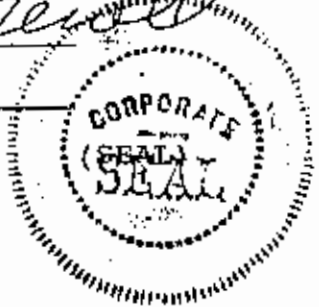


EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 28, 29, 48 and 49 of the 20th District, 2nd Section, Cobb County, City of Acworth, Georgia, and being more particularly described as follows:

Beginning at the southeast corner of Land Lot 28, said corner being common to Land Lots 27, 28, 49 and 50; thence north $87^{\circ}44'18''$ west, 2,181.76 feet to a point; thence south $84^{\circ}20'00''$ west, 56.30 to a point; said point being the POINT OF BEGINNING; thence south $84^{\circ}20'00''$ west, 145.71 feet to a point; thence along a curve to the left, an arc distance of 160.00 feet, said curve having a radius of 1,120.42 feet and being subtended by a chord of 159.86 feet, at south $07^{\circ}12'55''$ east, to a point; thence south $11^{\circ}18'23''$ east, 46.00 feet to a point; thence south $56^{\circ}00'00''$ east, 29.47 feet to a point, said point being on the northerly right-of-way of Grove Park Road (R/W varies); thence along said northerly right-of-way and a curve to the left, an arc distance of 101.77 feet, said curve having a radius of 871.97 feet and being subtended by a chord of 101.72 feet, at south $77^{\circ}30'54''$ west, to a point; thence leaving said northerly right-of-way north $31^{\circ}00'00''$ east, 31.15 feet to a point; thence north $11^{\circ}18'23''$ west, 46.00 feet to a point; thence along a curve to the right, an arc distance of 160.75 feet, said curve having a radius of 1,180.42 feet and being subtended by a chord of 160.63 feet, at north $07^{\circ}24'18''$ west, to a point; thence south $71^{\circ}36'22''$ west, 492.74 feet to a point; thence north $12^{\circ}59'54''$ west, 293.17 feet to a point; thence north $47^{\circ}30'00''$ east, 125.00 feet to a point; thence north $00^{\circ}33'23''$ west, 76.52 feet to a point; thence north $32^{\circ}03'00''$ west, 283.56 feet to a point; thence north $09^{\circ}00'00''$ west, 12.99 feet to a point; thence north $43^{\circ}43'10''$ west, 99.92 feet to a point; thence north $05^{\circ}43'30''$ west, 67.54 feet to a point; thence north $52^{\circ}36'10''$ west, 110.96 feet to a point; thence north $40^{\circ}00'42''$ west, 40.25 feet to a point, said point being the centerline of a creek; thence along said centerline of a creek 1,031 feet, more or less, said creek having a chord of 869.78 feet at north $41^{\circ}15'29''$ east, to a point; thence leaving said centerline of a creek south $29^{\circ}25'59''$ east, 38.47 feet to a point; thence south $37^{\circ}58'11''$ east, 62.73 feet to a point; thence south $41^{\circ}25'30''$ east, 109.59 feet to a point; thence south $53^{\circ}51'56''$ east, 28.24 feet to a point; thence south $15^{\circ}10'07''$ east, 152.97 feet to a point; thence south $68^{\circ}15'28''$ east, 106.90 feet to a point; thence south $47^{\circ}09'09''$ east, 126.82 feet to a point; thence south $26^{\circ}07'33''$ east, 66.26 feet to a point; thence south $44^{\circ}00'00''$ west, 63.80 feet to a point; thence south $26^{\circ}07'33''$ east, 15.00 feet to a point; thence south $40^{\circ}22'22''$ west, 115.75 feet to a point; thence south $05^{\circ}50'47''$ west, 68.15 feet to a point; thence along a curve to the left, an arc distance of 195.96 feet, said curve having a radius of 124.48 feet and being subtended by a chord of 176.35 feet, at north $76^{\circ}39'00''$ west, to a point; thence south $58^{\circ}15'01''$ west, 78.00 feet to a point; thence south $15^{\circ}00'00''$ west, 28.06 feet to a point; thence south $31^{\circ}47'58''$ east, 247.14 feet to a point; thence north $58^{\circ}12'02''$ east, 110.00 feet to a point; thence south $31^{\circ}47'58''$ east, 78.71 feet to a point; thence south $19^{\circ}00'00''$ east, 114.84 feet to a point; thence south $11^{\circ}00'00''$ east, 331.34 feet to a point; said point being the POINT OF BEGINNING; said tract or parcel of land contains 20.90 acres.

EXHIBIT "B"

DEFINITIONS

The following words, when used in this Declaration or in any amendment thereof (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to Grove Park Homeowners Association, Inc.

(b) "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Georgia corporate law.

(c) "By-Laws" shall refer to the By-Laws of Grove Park Homeowners Association, Inc..

(d) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(e) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "A", attached hereto, and (i) such additions thereto as may be made by Declarant (or its Mortgagee or transferee, as provided in the Declaration) of all or any portion of the real property described in Exhibit "A", attached hereto; and (ii) such additions thereto as may be made by the Association (as provided in the Declaration) of other real property.

(f) "Declarant" shall mean and refer to Grove Park Development, Inc., a Georgia Limited Liability Corporation, and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A", attached hereto.

(g) "Lot" shall mean any Lot within the Community which constitutes a single family dwelling as shown on the plat for the Community, or amendments thereto, recorded in the deed records of Cobb County, Georgia. The ownership of each Lot shall include, and there shall pass with each such Lot as an appurtenance thereto, whether or not separately described, all of the right, title and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association.

(h) "Majority" means those eligible votes, Owners, or other group as the context may indicate totalling more than fifty percent (50%) of the total eligible number.

(i) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(j) "Mortgagee" shall mean the holder of a Mortgage.

(k) "Occupant" shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(l) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(m) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(n) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

(o) "Total Association Vote" means all of the votes attributable to members of the Association (including votes of Declarant) and the consent of Declarant (so long as Declarant owns any property for development and/or sale in the Community or has the right unilaterally to annex additional property to the Community).