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Thompson Real Estate
Inc.

Jay C. Stephenson

DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR 2
HIGHLAND RIDGE SUBDIVISION UNIT 11

COBB SUPERIOR COURT CLERK

THIS DECLARATION, made this 19th day of November, 1996, by THOMPSON REAL ESTATE DEVELOPMENT, LTD. a Georgia limited partnership, (hereinafter the "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property lying and being in Land Lots 103 and 114 of the 16th District, 2nd Section, Cobb County, Georgia, which real property is more particularly described in Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in HIGHLAND RIDGE and for the maintenance of the property and improvements thereon, and to this end desires to subject the real property described in Exhibit A to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developer declares that the real property described in Exhibit A is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to the Developer, or such other individuals as Developer may appoint, or such entity to which the Architectural Control Committee may assign its duties, until all Lots in the Subdivision shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents. At such time as all of the Lots in the Subdivision have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Developer shall notify the Owners of Lots in the Subdivision to that effect, and, thereupon, the Developer's rights and obligations as the Architectural Control Committee shall forthwith terminate. Notice to the Owners by Developer under this provision shall be in writing and shall be deemed given if delivered to the Owner's residence constructed on each Lot. After receipt of the said notice from the Developer, the Owners of a majority of the Lots in the Subdivision shall have the right, power and authority, through a duly recorded written instrument, to establish and elect a successor Architectural Control Committee which shall consist of not less than three (3) Owners of Lots.

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Rules and regulations pursuant to which such Architectural Control Committee shall act shall be proposed by the initial successor Architectural Control Committee and shall be enacted upon the approval of a majority of the Owners of Lots in the Subdivision. Notwithstanding the foregoing, the Developer may, in its sole discretion, relinquish control over the Architectural Control Committee at any time prior to completion and sale of all improvements in the Subdivision by notifying the Owners of Lots in the Subdivision to that effect.

Section 2. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 3. "Developer" shall mean and refer to THOMPSON REAL ESTATE DEVELOPMENT, LTD, a Georgia limited partnership, or any successor-in-title or any successor-in-interest to THOMPSON REAL ESTATE DEVELOPMENT, LTD., to all or any portion of the Property then subject to this Declaration, provided in the instrument of conveyance to any such successor-in title or interest, such successor-in-title is expressly designated as the "Developer" hereunder by the grantor of such conveyance,, which grantor shall be the Developer hereunder at the time of such conveyance.

Section 4. "Lot" or "Lots" shall mean and refer to Lots 1 through 22, 24 through 34, 83 through 94, 115 through 123, and 135 through 139 inclusive, as shown on the Plat, individually or collectively, as the case may be, and shall mean and include any additional lots created or lots relocated on any amendment to or revision of the Plat which is recorded in the Records of the Clerk of the Superior Court of Cobb County, Georgia.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 7. "Plat" shall mean and refer to that certain final subdivision plat for the Subdivision prepared by Dixon's Land Surveying, Inc., and recorded in Plat Book ____, Page ____, in the Office of the Clerk of Superior Court of Cobb County, Georgia, as the same may be amended or revised from time to time.

Section 8. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and incorporated herein by reference.

Section 9. "Structure" shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 9 applies to such change.

Section 10. "Subdivision" shall mean and refer to HIGHLAND RIDGE.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that the installation, construction and alteration of any Structure on any Lot is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property and that the location of Structures on the Lots is compatible and harmonious with topography of the Property as developed by Developer and with the finished ground elevation of the Subdivision and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for an installation, construction or alteration of any Structure on any Lot.

Section 2. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on a Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot unless plans and specifications therefor shall have been first submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control

Committee, including, without being limited to:

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

(b) foundation plans;

(c) floor plans;

(d) wall sections;

(e) exterior elevations of all proposed structures and alterations to existing structures, as such structures will appear after all back-filling and landscaping and completed;

(f) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations thereof;

(g) roof materials and color; and

(h) plans for landscaping and grading.

Section 3. Approval and Disapproval of Plans and Specifications.

(a) The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and untrammelled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any plans and specifications for use in connection with any Lot or Structure shall not be deemed a waiver of the Architectural Control Committee's right, in its sole discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and

specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure, and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plan and specifications, as approved, and any conditions attached to any such approval.

(c) Neither Developer nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, approval of plans and specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Developer nor any member of the Architectural Control Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plan and specifications. By submission of such plan and specifications to the Architectural Control Committee, every Owner of any Lot releases and agrees to hold harmless and to defend Developer and any member of the Architectural Control Committee from any such alleged liability, claim and/or damage.

Section 4. Obligation to Act. The Architectural Control Committee shall take action on any plan and specifications submitted as herein provided within forty-five (45) days after receipt thereof. Approval by the Architectural Control Committee, if granted, together with any conditions imposed by the Architectural Control Committee, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the Architectural Control Committee to take action within forty-five (45) days of the receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

Section 5. Right of Inspection. The Architectural Control Committee its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectur.

Control Committee shall not be deemed to have committed a trespass or wrongful act solely by reason of such entry or inspection.

Section 6. Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plan and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within fifteen (15) days after the mailing of the aforesaid notice of violation, then the Architectural Control Committee, its agents and representatives, shall be entitled and empowered to enjoin such construction, or enter such Lot at reasonable times to remove such construction, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Any costs and expenses incurred by the Architectural Control Committee in enjoining and/or removing any construction or improvements shall be assessed against the Owner of such Lot and shall be due and payable to the Architectural Control Committee on demand, it being understood, acknowledged and agreed that such Owner shall be personally liable to the Architectural Control Committee for such costs and expenses. The liability for such costs and expenses shall be a permanent charge and lien upon such Lot enforceable by the Architectural Control Committee in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity.

Section 7. Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 5 hereof - The fee shall be established from time to time by the Architectural Control Committee and shall be due and payable to the Architectural Control Committee by the Owner of the Lot inspected, on demand.

ARTICLE III. MAINTENANCE

Each owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located hereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and are for roofs, gutters, downspouts, building surfaces, lighting, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of Lot fail to maintain his Lot or the improvements thereon as set forth

hereinabove, the Architectural Control Committee, its agents and representatives, may, after thirty (30) days written notice to the Owner of such Lot, enter upon his Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Architectural Control Committee, in the exercise of its sole discretion, deems necessary or advisable, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Such Owner shall be personally liable to the Architectural Control Committee for the direct and indirect cost of such maintenance. The liability for such costs and expenses shall be a permanent charge and lien upon such Lot enforceable by the Architectural Control Committee in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give the Architectural Control Committee, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Architectural Control Committee to mow, clear, cut or prune any Lot, to provide garbage or trash removal service, or to perform such exterior maintenance.

ARTICLE IV. EASEMENTS

Section 1. Easements for Architectural Control Committee. There is hereby created in favor of the Architectural Control Committee, its members, agents, employees and representatives, an easement to enter in or to cross over the Lots to inspect and to perform the duties of maintenance and repair of the Lots, as provided for herein.

Section 2. Easements for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any part of the Property owned by Developer for so long as Developer owns any Lot primarily for the purpose of sale:

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary of proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of

storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;

(d) For the use of any sales offices, model units designated by Developer to include a mobile office, and parking spaces in connection with its efforts to market Lots; and

(e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

ARTICLE V. GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing in this Declaration shall be construed to prohibit or prevent Developer from constructing or placing on any Lot or other portion of the Property a sales office (which may include a mobile or temporary structure), or a model home or residence for the purpose of marketing the Lots, or to prohibit or prevent Developer, its agents and designees, from using any Lot owned by Developer for the purpose of carrying on business related to the development, improvement and sale of Lots in the Subdivision.

Section 2. Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, nor shall anything be done therein or thereon which constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other Owners' use of their Lots.

(b) No rubbish, debris or any other form of waste of any kind shall be dumped, placed or permitted to accumulate upon any portion of the property or of a Lot. For rubbish, garbage or any other form of solid waste to be disposed of by being collected on a regular and recurring basis, containers may be placed on each Owner's Lot on any day that a pick-up is to be made. At all other times, such containers shall be screened or enclosed so as not to be visible from any street or any other Lot. No person shall burn rubbish, garbage, or any other form of waste on any Lot except during construction of a Structure, provided that such activity is in full compliance with all applicable laws and ordinances. Except for building materials employed during the course of construction of any

Structure approved by the Architectural Control Committee, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot.

(c) No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.

Section 3. Resubdivision of Property. No Lot may be split, divided or subdivided for sale, resale, gift, transfer or otherwise without the prior written approval of the Architectural Control Committee of plans and specifications for such split, division or subdivision. Not more than one (1) single-family residence shall be constructed on a Lot.

Section 4. Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the Architectural Control Committee of plans and specifications for the landscaping to accompany such construction or alteration.

Section 5. Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefor approved by the Architectural Control Committee. No Owner shall erect or allow to be erected on any Lot any temporary building or shed for use in connection with construction or such Lot without the prior written consent of the Architectural Control Committee. Notwithstanding the above, this Section shall not be construed to prohibit or prevent Developer from using sheds or other temporary structures during development of the Property.

Section 6. Signs.

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

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

(ii) not more than one "For Sale" or "For Rent" sign; provided, however, that in no such event shall any such sign be larger than four (4) square feet in area. Notwithstanding the foregoing, during construction of any Structure on a Lot, Developer, its agents and designees, may ere

professionally prepared signs larger than four (4) square feet in area which are related to such construction and which are used primarily for identification of the builder or contractor constructing such Structure or of the institution or other entity providing financing for such construction, or both; and

(iii) directional signs for vehicular or pedestrian safety.

(b) Following the consummation of the sale of any Lot, the sign or signs located thereon shall be removed immediately.

Section 7. Fences. No fence, wall or barrier of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for such fence, wall or barrier.

Section 8. Driveways. All driveways shall be constructed with a hard finished substance aesthetically compatible and in harmony with the architectural integrity of the Subdivision.

Section 9. Antennas. No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave of radiation shall be erected, used or maintained on any Lot or the exterior of any Structure without the prior written approval of the Architectural Control Committee; provided, however, this restriction shall not apply to satellite dishes having a diameter of eighteen (18) inches or less. In no event shall freestanding transmission or receiving towers be permitted.

Section 10. Clotheslines, etc. All clotheslines, related equipment, garbage cans and woodpiles shall be screened by adequate foliage or fencing from view by adjoining Lots and adjacent streets.

Section 11. Recreational Vehicles and Trailers. No house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or similar vehicle shall be permitted on any Lot in excess of seven (7) days if parked in a manner that is visible from any street.

Section 12. Recreational Equipment. All recreational and playground equipment shall be placed, installed, constructed and maintained only in the rear yard of a Lot, with the exception of basketball goals which may be placed in the side yard of a Lot or along the driveway located on a Lot, provided the location and installation of same is first approved in writing by the Architectural Control Committee. In the event that the rear yard of any Lot is adjacent to a street, the Owner of such Lot shall provide adequate screening of such equipment by foliage or fencing.

Section 13. Animals. No animals, including birds, insect and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be placed, installed, constructed or maintained on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for such Structure. All such Structures shall be located only in the rear yard of a Lot.

Section 14. Water Supply. No individual water supply System shall be permitted on any Lot without the prior written approval of the Architectural Control Committee. If such approval is given, such system must be located, constructed and equipped in accordance with the requirements, standards and recommendations of federal, state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the Owner of the Lot to be served by such system.

Section 15. Setback and Building Lines. Each residence which shall be constructed on a Lot shall be situated on such Lot in accordance with the building and setback lines shown on the Plat. In no event shall any residence be constructed and located on a Lot in a manner which violates or encroaches upon the building and setback lines shown on the Plat unless a variance is obtained from the Architectural Control Committee and from the appropriate governmental authorities having jurisdiction thereover.

ARTICLE VI. GENERAL PROVISIONS

Section 1. Enforcement. The Architectural Control Committee, or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, charges and liens now or hereafter imposed by the provisions of this Declaration. Failure by the Architectural Control Committee or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. If any provision of this Declaration, or a paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of a such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

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Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed of record in the Office of the Clerk of the Superior Court of Cobb County, Georgia.

Section 5. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, easements, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Except as otherwise provided in this Declaration, notices shall be in writing and shall be addressed to an owner at his Lot or at such other address as hereinafter provided. For so long as the Architectural Control Committee shall mean and refer to the Developer, notices to the Architectural Control Committee shall be in writing and shall be addressed THOMPSON REAL ESTATE DEVELOPMENT, LTD., Post Office Box 70833, Marietta, Georgia 30066. Any Owner may designate a different address for notices to such Owner by giving written notice to the Architectural Control Committee. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, postage prepaid, or when delivered in person.

Section 7. Amendment. This Declaration may be amended unilaterally any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which all be in conflict therewith; (ii) 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; (iii) if such amendment is required to obtain the approval of this Declaration by

an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration. Further, so long as Developer is the owner of any real property subject to this Declaration, Developer may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Owner. This Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record in the Office of the Clerk of the Superior Court of Cobb County, Georgia. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Section 8. No Liability. Developer has used its best efforts and acted with due diligence in connection with the preparation and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is enforceable by an Owner or any other person for any reason whatsoever, Developer shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Developer shall have no such liability.

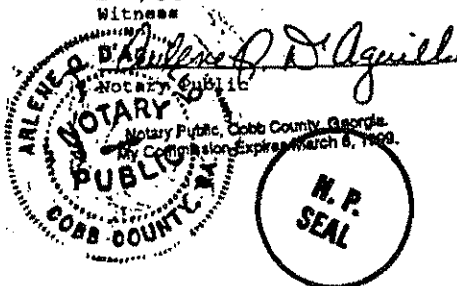
IN WITNESS WHEREOF, THOMPSON REAL ESTATE DEVELOPMENT, LTD. has caused this declaration to be executed under seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

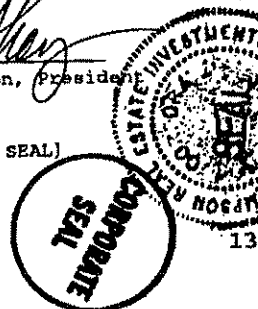
THOMPSON REAL ESTATE
DEVELOPMENT, LTD
a Georgia limited partnership

Archie C. Davis
Witness

By: Larry B. Thompson
Larry B. Thompson, President



(CORPORATE SEAL)



Commission Expiration Date:

[NOTARIAL SEAL]

CONSENT AND APPROVAL

NationsBank N.A. (South) Successor NationsBank of Georgia N.A., being the owner and holder of that certain Deed to Secure Debt and Security Agreement dated JUNE 14, 1994, by and between Thompson Real Estate Development, Ltd., a Georgia Limited Partnership, and NationsBank N.A. (South) Successor NationsBank of Georgia N.A., recorded in Deed Book 2305, Page 164, Cobb County, Georgia Records (hereinafter referred to as the "Security Deed"), does herein and hereby expressly consent to and approve of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Highland Ridge Subdivision, (hereinafter referred to as the "Declaration"), with respect to the property described on Exhibit "A" to said Declaration. Notwithstanding this Consent and Approval it is expressly understood and agreed that in the event of foreclosure of all or any remaining lots that the Architectural Control Committee shall be NationsBank N.A. (South) Successor NationsBank of Georgia N.A. Except as set forth herein, this Consent does not waive any of the terms and provisions of the Security Deed, which Security Deed shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, by and through its duly authorized and appointed officers, has signed, sealed and delivered this Consent and Approval, this 18th day of NOVEMBER, 1996.

NationsBank N.A. (South)
Successor NationsBank of Georgia N.A.

By: Henry A. Dyrr, Jr. SA
Title: Henry A. Dyrr, Jr.
Sen. 2nd Vice President



Signed, sealed and delivered
in the presence of:

Jeanne Collier
WITNESS

Ellen Doucette
NOTARY

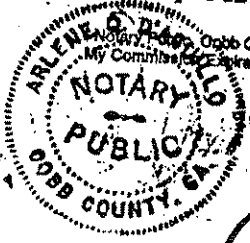


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 103 and 114 of the 16th District, 2nd Section of Cobb County, Georgia, and being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 115, 116, 117, 118, 119, 120, 121, 122, 123, 135, 136, 137, 138 and 139 of Highland Ridge Subdivision, as more particularly shown on that certain plat of survey prepared by Dixon's Land Surveying, Inc. recorded in Plat Book 165, Page 7, Cobb County, Georgia, Records, which plat is incorporated herein by reference.

Mark Young
Witness

Delene D. D'Aquillo
Notary Public



McCord Properties, Inc.
BY: Russell E. Hoffman, Jr.
Russell Hoffman, President

Russell & Young Elders, Inc.
BY: Russell E. Hoffman, Jr.
Russell Hoffman, President

John J. Wasielewski, Jr.
John Wasielewski, Jr.
Andrea Wasielewski
Andrea Wasielewski a.w.

Tobin Properties, Inc.
BY: Mike Tobin
Mike Tobin, President