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Jay C. Stephenson
Clerk of Superior Court
Cobb County, Georgia

STATE OF GEORGIA
COUNTY OF COBB

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR OAK RIDGE SUBDIVISION

THIS DECLARATION, made this 30th day of November, 1998, by
MBW Development Corporation (hereinafter referred to as
"Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property,
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 of OAK RIDGE SUBDIVISION
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; and

WHEREAS, Developer has deemed it desirable, for the
efficient preservation of the values in OAK RIDGE SUBDIVISION, to
create an agency to which should be delegated and assigned the
powers of owning, maintaining and administering and enforcing the
covenants and restrictions and collecting and disbursing the
assessments and charges hereinafter created; and

NOW, THEREFORE, Developer hereby declares that all of the

real property described in Exhibit "A" and any additional property as may by subsequent amendment hereto be added and subjected to this Declaration 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 1

DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to MBW Development Corporation, or such other individuals as Developer may appoint, until all lots in OAK RIDGE SUBDIVISION shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents; at which time such term shall mean and refer to those persons selected annually by the Owners in compliance with the Bylaws of the Association to serve as members of said committee.

Section 2. "Association" shall mean and refer to Oak Ridge Homeowners Association, Inc., its successors and assigns.

Section 3. "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Common Expenses" shall mean and refer to the actual

and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to Declaration and the Bylaws and Articles of Incorporation of the Association.

Section 6. "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 7. "Developer" shall mean and refer to (i) MBW Development Corporation of the State of Georgia or (ii) any successor-in-title or any successor-in-interest to MBW Development Corporation to all or any portion of the property, provided in the instrument of conveyance to any such successor-in-title or interest, such successor-in-title or interest 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 8. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property upon which a single-family residence may be constructed.

Section 9. "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.

Committee. Any member of the Architectural Control Committee may be authorized by the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority as may be specified by resolution of the Architectural Control Committee. The action of such member with respect to the matters specified shall be final and binding upon the Architectural Control Committee and upon any applicant for an approval permit or authorization, subject, however, to review any motion or appeal by the applicant to the Architectural Control Committee as provided herein. Written notice of the decision of such member with respect to the matters specified shall be provided to the Architectural Control Committee and any applicant for an approval permit or authorization. The applicant may, upon notice of the decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Architectural Control Committee. Upon the filing of such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the Architectural Control Committee, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

Section 3. Submission of Plans and Specifications. No clearing

of any Lot in any way whatsoever, and no Structure shall be commenced, erected, placed, moved onto or permitted to remain on any 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 three copies of the plans and specifications therefor shall have been first submitted to and approved in writing by the Architectural Control Committee. One copy shall be returned and one retained by the Architectural Control Committee until such time as such changes or improvements are completed; and one copy along with approved plans and specifications shall be delivered to the marketing agent. 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) floor plans;

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

(d) specifications showing the nature, kind, shape, height, materials, basic exterior finished and colors of all proposed

it in its sole and uncontrolled 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, any plans and specifications submitted pursuant to this Declaration 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 and specifications or any of the features or elements included therein 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 plans and specifications, as approved, and any conditions attached to 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 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 warranty to any Person the quality, function or operations 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 plans or specifications. By submission of such plans and specifications to the Architectural Control Committee, every Owner of any Lot releases and agrees to indemnify, hold harmless and defend Developer and any member of the Architectural Control Committee from any such alleged liability, claim and/or damage.

Section 6. Obligation to Act. The Architectural Control Committee shall take action on any plans 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 provided, however, after the expiration of said forty-five (45) day period, applicant shall first provide a written demand upon the Architectural Control Committee for action allowing the Architectural Control Committee not less than twenty (20) days following receipt thereof in order to take such action.

Section 7. 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 or Structures 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 the Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

Section 8. Violations. (a) If any clearing, landscaping or Structure shall be erected, placed, maintained or altered upon

any Lot, otherwise than in accordance with the laws 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 be entitled and empowered to enjoin, remove or restore any such construction, clearing or landscaping. Any costs and expenses incurred by the Architectural Control Committee in enjoining and/or removing or restoring any construction, improvements, clearing or landscaping shall be added to and become a part of the assessment to which the Owner and his Lot are subject, the Owner hereby indemnifies and holds harmless the Architectural Control Committee for all damage, loss, liability, claim, cause of action, cost or expense including, without limitation, all attorney's fees and court costs arising in any way in connection with the Architectural Control Committee's enforcement of this Article.

(b) The Architectural Control Committee shall provide written notice to the Owner, 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 twenty (20) days after the mailing of the aforesaid notice of

violation, then the Architectural Control Committee shall have the right of abatement as provided in Section 1.(b) of Article X hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the Architectural Control Committee, shall be entitled to seek equitable relief to enjoin such construction.

Section 9. Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 8 hereof. The fee shall be established from time to time by the Architectural Control Committee.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall be an automatic and mandatory member of the Association. The foregoing is not intended to include either persons or entities who hold an interest merely as security for the performance of an obligation or builders who purchase Lots from Developer for the purpose of building a Structure on the Lot for sale to a Person who intends to occupy the Structure as that Person's dwelling. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

of the Association shall in no event extend beyond and shall in all cases expire immediately upon the occurrence of any of the following:

- (1) Five (5) years after the recording of this Declaration;
- (2) The expiration of eight (8) years after the recording of this Declaration in the case of the Developer having an unexpired option to add additional property; or
- (3) The surrender by the Developer of the authority to appoint and remove members of the Board and officers of the Association by an express amendment to this Declaration.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area (including, without limitation, the right of pedestrian (but not vehicular) access, ingress and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes and the right of use of such recreational facilities as may be erected and maintained by the Association for such purposes from time to time), which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) the right of the Association to adopt and publish rules and



regulations governing the use of the Common Area.

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility now or hereafter located or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use such recreation facilities.

(c) the right of the Association to suspend any Owner's voting rights and rights to use any recreational facilities within the Common Area for any period during which any assessment of the Association against said Owner's Lot remains unpaid.

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members, agreeing to such dedication or transfer has been recorded.

(e) the right of the Association, in the event of dissolution of the Association, to transfer all or any part of the Common Area to a public agency or to a non-profit organization with similar purposes.

Section 2. Title to Common Area. Developer may from time to time convey to the Association real and personal property for the common use and enjoyment of the Owners. The Association hereby

attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereof and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall be joint and several with any successors-in-title with or without notice.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area and improvements thereof, if any, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

Section 3. Computation of Annual Assessments. If the Association incurs ongoing Common Expenses, it shall be duty of the Board at least thirty (30) days prior to the Association's

annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, so long as Developer owns at least one (1) Lot for sale; or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a

The Association shall, upon demand, 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 specified Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees, if any, shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property, and, such



Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association acting on behalf of the Owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 9. Exempt Property. The following property, subject to the Declaration, shall be exempted from the assessments, charges and liens created herein: (a) all properties owned either by the Developer or any other person or entity which is not a member of the Association; (b) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (c) all Common Area; and (d) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

Section 10. Effect of Foreclosure by Mortgagee. Notwithstanding any provision herein contained to the contrary, the lien of any

assessment provided for in this Declaration shall be and is subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided for herein, notwithstanding the date Developer transfers fee simple title to real and personal property designated as Common Area or for public use to the Association, commencing at the date immediately upon substantial completion of construction and development of the Common Area by Developer, the Association assumes and shall maintain and keep in good repair, at its expense, all portions of the Common area and improvements thereon, if any. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks parking areas and buildings and other improvements, if any, situated within the Common Area; (ii) such utility lines, pipes, plumbing,

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. 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 VII

EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided for herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the

ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the foregoing, nothing herein shall be construed to prohibit or prevent Developer or any builder of residences in OAK RIDGE SUBDIVISION from using any Lot owned by Developer or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots in OAK RIDGE SUBDIVISION.

Section 2. Common Area. The Common Area shall be used only by the Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from their respective Lots and for such other purposes as may be authorized by the Association.

Section 3. Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, Structure or upon the Common Area, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise

or disturbance of others or unreasonably interferes with other Owners' use of their Lots, Structures and/or the Common Area.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Owner's Lot so as to render the same unsanitary, unsightly or offensive. 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.

(c) No automobiles, trailers, trucks, boats, motorcycles, crafts or vehicles of any type may be parked anywhere other than in the garage serving Lot Structures.

Section 4. 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.

Section 5. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control

erected, maintained, or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for such fences and walls. In no event shall any fence be constructed, placed or maintained in the front yard of any Lot.

Section 11. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for such roads and driveways. Such specifications shall include the proposed substance to be used in constructing such roads and driveways, which substance shall be satisfactory to the Architectural Control Committee.

Section 12. Antennae. No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, attached used or maintained on the exterior of any Structure or upon any Lot without the prior written approval of the Architectural Control Committee. In no event shall freestanding transmission or receiving towers or satellite dishes be permitted.

Section 13. Clothesline. No outside clotheslines shall be constructed, placed, maintained or used on any Lot.

Section 14. Recreational Vehicles and Trailers. The Architectural Control Committee, in reviewing the plans and

specifications for any proposed Structure, may require that special parking areas be made available for recreational vehicles. No trailer, trailer house, boat or recreational vehicle shall be parked on any Lot, except on such parking areas as specified by the Architectural Control Committee pursuant to this Section 14 or within enclosures or behind screening erected in accordance with plans and specifications submitted to and approved by the Architectural Control Committee. While nothing contained herein shall prohibit the use of portable or temporary buildings for trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building or trailer must be specifically approved by the Architectural Control Committee prior to its being moved onto the construction site.

Section 15. Recreation Equipment. No recreation and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot without the prior written approval of the Architectural Control Committee.

Section 16. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a tool shed, a mailbox, a dog house, or a garage. A garage may also be an attached accessory structure. Such accessory structures shall not exceed 20 feet in height and shall conform in exterior design and quality to the

dwelling on the same Lot. With the exception of a garage that is attached to a Structure and a mailbox, an accessory structure placed on a Lot shall be located only behind the Structure as such Structure fronts on the street abutting such Lot. Such accessory structures shall also be located within such side and rear setback lines as may be required hereby or by applicable zoning law. The Architectural Control Committee shall have the right to approve or disapprove the plans and specifications for any accessory Structure to be erected on any Lot, and construction of any accessory structure may not be commenced until complete final plans and specifications shall have been submitted and approved by the Architectural Control Committee in accordance with the provisions of these covenants. Any accessory structure shall be constructed concurrently with or subsequent to the construction of the Structure on the Lot on which such accessory structure is located.

Section 17. Improvement of Lots. All construction of Structures, accessory structures and all other improvements in OAK RIDGE SUBDIVISION shall be undertaken and completed in accordance with the following conditions:

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

(b) All single-family residences constructed on the Lots shall

devices are to be used.

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

(g) Adequate off-street parking shall be provided for each Lot.

(h) Containers for garbage and other refuse shall be underground or in screened sanitary enclosures; no incinerators for garbage, trash or other refuse shall be used, and a garbage disposal is required for each dwelling.

(i) All garages must have doors, and each garage door must be coordinated with the dwelling to which it is appurtenant.

(j) No window air conditioning unit may be located in any part of any Structure or accessory structure which is visible from any street, and all exterior compressor units shall be ground mounted and screened by fencing or planting of a density and height to hide the unit effectively, which fencing or planting shall first be approved by the Architectural Control Committee.

(k) Any screen porch which is a part of any Structure or accessory structure must have a dark color screen and no bright color silver finish screens may be used.

(l) No plumbing vent or heating vent shall be placed on the front side of any roof or any Structure or accessory structure

such entry and such actions.

(c) Any grievance, claim or controversy by an Owner against the Developer or Association or its directors, officers, or manager shall be settled by arbitration administered by the American Arbitration Association and judgment and award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, prior to filing a demand for arbitration lawsuit Owner shall first meet with the Developer or Association, state his or her grievance, claim or controversy and in good faith give the Association an opportunity to respond.

Section 2. Severability. If any provision of this Declaration, or any 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 any 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.

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 appropriate county.

Section 5. Amendment to Evidence Election to be Governed under Georgia Property Owners' Association Act. This Declaration is not currently submitted or governed under Georgia Property Owners' Association Act. However, at any time after the Developer or any successor-in-interest to Developer is no longer a record title Owner of at least one (1) Lot for sale, the Association, through its Board, may, without any other action being necessary, unilaterally elect to be so governed. In such event, the only requirement shall be to file an amendment to this Declaration evidencing such election that is signed by the chairman of the Board and attested by any other Board member.

Section 6. Withdrawal of Property. Developer reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to expand OAK RIDGE SUBDIVISION,

without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Developer, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

Section 7. 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, reservations, 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 thereon 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 8. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to

the Developer shall be in writing and shall be address to MBW Development Corporation, c/o Jon A. Gottlieb, Esq., 3340 Peachtree Road, N.E., Suite 2550, Atlanta, Georgia 30326, or at such different address as disclosed in a written notice of change of address furnished to all Owners. Any Owner may designate a different address for notices to him by giving written notice to the Developer. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, or when delivered in person.

Section 9. Amendment. Except as provided elsewhere herein, this Declaration may be amended unilaterally at 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 shall 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 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, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75) percent 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 for record. 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 10. No Liability. Developer has used its best efforts and acted with due diligence in connection with drafting these covenants.

Section 11. Disputes Resolved Through Arbitration. Any controversy or claim arising out of or relating to these covenants, or the breach thereof, or from the development of OAK RIDGE SUBDIVISION shall be settled by arbitration administered

by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the undersigned have executed these covenants on the day and year above written.

Signed, sealed, and delivered in the presence of:

MBW Development Corporation

Scott Gray witness

By: Maurice B. Womack, Jr.
Maurice B. Womack, Jr.,
President

Witness
Notary Public, Fulton County, Georgia
My Commission Expires Nov. 9, 2002
Notary Public
SCOTT
NOTARY
GEORGIA
PUBLIC
FULTON
N.P.
SEAL

(Corporate Seal)

EXHIBIT "A"



ALL THAT TRACT or parcel of land lying and being in Land Lots 101 and 102 of the 20th District, 2nd Section, Cobb County, Georgia, said property containing 23.20 acres and being more particularly described according to that certain survey prepared by W/C Consultants, Inc., Julie A. Cole, Georgia RLS #2393, dated 12/11/97, as follows:

COMMENCING at the intersection of the land lot line common to Land Lots 89 and 102, aforesaid District, Section and County and the easterly right of way of Jiles Road (said easterly right of way being 25 feet from the centerline of Jiles Road); running thence along Jiles Road the following calls and bearings: south 04°19'10" west 713.43 feet to a point; south 04°19'05" west 212.32 feet to a point; south 03°52'36" west 109.51 feet to a point; thence leaving said right of way and proceeding south 88°04'40" east 639.38 feet to a point on the land lot line common to Land Lots 101 and 102, aforesaid District, Section and County, which is said POINT OF BEGINNING; and from said POINT OF BEGINNING thus established proceed thence along said land lot line south 01°55'07" west 1183.21 feet to a point; thence leaving said land lot line and running thence north 88°11'57" west 641.46 feet to a point on the easterly right of way of Jiles Road; running thence along said right of way south 01°54'57" west 233.23 feet to an iron pin found; thence leaving said right of way and running thence south 88°19'20" east 174.88 feet to a point; running thence south 03°57'21" west 167.0 feet to an iron pin found on the land lot line common to Land Lots 102 and 127, aforesaid District, Section and County; proceed thence along said land lot line south 88°09'55" east 472.51 feet to a point, which is located at the intersection of Land Lots 101, 102, 127, and 128, aforesaid District, Section and County; proceed thence along said land lot line common to Land Lots 101 and 128 south 88°09'55" east 79.46 feet to a point; continuing thence along said land lot line south 88°24'28" east 399.38 feet to an iron pin found; thence leaving said land lot line and running thence north 03°03'47" east 1581.12 feet to a point; running thence north 88°04'40" west 510.41 feet to a point, which is said POINT OF BEGINNING.

MBW Dev.
wait

Deed Book 12314 Pg 516
Filed and Recorded Mar-22-1999 11:00am
1999-0048044
Jay C. Stephenson
Clerk of Superior Court
Cobb County, Georgia

CROSS REFERENCE:
DEED BOOK 11937, PAGE 69

STATE OF GEORGIA
COUNTY OF COB
20th RR



FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR OAK RIDGE SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR OAK RIDGE SUBDIVISION, made as of
the 1ST day of March, 1999, by MBW Development Corporation
(hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer previously submitted certain real property
located in Land Lots 101 and 102 of the 20th District, 2nd Section
of Cobb County, Georgia to the Declaration of Covenants,
Conditions, Restrictions and Easements for Oak Ridge Subdivision
declaration which are recorded in Deed Book 11937, page 69, Cobb
County Records (hereinafter referred to as "Declaration"); and

WHEREAS, the Declaration provides that said Declaration may
from time to time be amended if such amendment is necessary to
enable any governmental agency to insure mortgage loans on the Lots
subject to the Declaration; and

WHEREAS, Developer desires to amend said Declaration to enable
any governmental agency to insure mortgage loans on the Lots
subject to the Declaration; and

NOW, THEREFORE, for and in consideration of the Additional
Property, and other valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, Developer hereby

The undersigned acquired fee simple title to said property prior to the recording of the foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Oak Ridge Subdivision; and

The undersigned consent to declaring and subjecting their property located in Oak Ridge Subdivision Phase I, to said Declaration of Covenants, Conditions, Restrictions and Easements for Oak Ridge Subdivision as hereby amended; and

For and in consideration of the undersigned's property located in Oak Ridge Subdivision Phase I, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby consent and declare that all of their previously acquired property located in Oak Ridge Subdivision, Phase I, be added and subjected to the Declaration, as hereby amended, and any and all future amendments, addendums or modifications thereto and used subject to the covenants, conditions, restrictions, easements, charges and liens therein set forth.

IN WITNESS WHEREOF, the undersigned have executed this Consent this 1st day of March, 1999.

As to Lots 2, 3, 104, 105, 118, 119, 125, 126, 127, 128, 130, 131 132, 134, 135, and 145 of Oak Ridge Subdivision, Phase I, per plat recorded in Plat Book 178, pages 10-11, Cobb County Records:

Signed, sealed, and delivered the presence of:

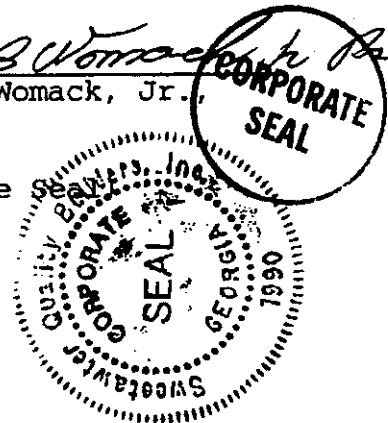
Sweetwater Quality Builders, in Inc.

Kristen Peterson
Witness

By: Maurice B. Womack, Jr.
Maurice B. Womack, Jr.,
President

J. C. H.
Notary Public
(NOTARY SEAL)

(Corporate Seal)



My commission expires:

(Signatures Continued on Following Page)

Deed Book 12314 Pg 521
Jay C. Stephenson
Clerk of Superior Court
Cobb County, Georgia



As to Lots 4, 5, 7, 22, 23, 24,
25, 120, 121, 124, 136, 137,
141, 143 and 144 of Oak Ridge
Subdivision, Phase I, per plat
recorded in Plat Book 178,
pages 10-11. Cobb County Records:

Signed, sealed, and delivered
in the presence of:

McGuire Construction L.L.C.

[Signature]
Witness

By: *[Signature]*

Name:
Title: *Pres.*



[Signature]
Notary Public

Attest: *[Signature]*

Name:
Title: *Sec.*

(NOTARY SEAL)

(Corporate Seal)



My commission expires:

STATE OF GEORGIA

CROSS REFERENCE:

COUNTY OF COBB

DEED BOOK 11937, PAGE 69

16-00

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR OAK RIDGE SUBDIVISION

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OAK RIDGE SUBDIVISION,
made as of the 4TH day of February, 2000, by MBW Development
Corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer previously submitted certain real
property located in Land Lots 101 and 102 of the 20th District,
2nd Section of Cobb County, Georgia to the Declaration of
Covenants, Conditions, Restrictions and Easements for Oak Ridge
Subdivision declaration which are recorded in Deed Book 11937,
page 69, Cobb County Records (hereinafter referred to as
"Declaration"); and

WHEREAS, the Declaration provides that said Declaration may
from time to time be amended for the purpose of adding additional
property to be subjected to said Declaration; and

WHEREAS, Developer desires to amend said Declaration for the
purpose of submitting additional property thereto; and

WHEREAS, the additional property Developer intends
hereby to the Declaration is situated adjacent to the property
described in the Declaration and is more particularly described
in Exhibit "1" which is attached hereto and incorporated

Submitted
Clerk of Superior Court
Cobb County, Ga.
Stephanie C. Stephenson
2000-02-22 10:57am

Deed Book 13243 Pg 4211
Filed and Recorded Feb-22-2000 10:57am
2000-0022595

EXHIBIT "1"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 101 and 102, 20th District, 2nd Section, Cobb County, Georgia, and in the City of Kennesaw, and being more particularly described as follows:

Beginning at the Land Lot Corner common to Land Lots 101, 102, 89, and 90; Thence, S 86°52'30" E - 530.70 feet along the Land Lot Line common to Land Lots 101 and 90 and along a tract now or formerly owned by B & C Enterprises to an iron pin;

Thence, S 03°03'47" W - 1009.63 feet along the westerly property line of Winchester Forest Subdivision and Deerfield Subdivision to an iron pin;

Thence, S 88°04'40" E - 1149.79 feet along the northerly property line of Oak Ridge Subdivision Phase I and along a tract now or formerly owned by Alvin & Peggy McGuire to an iron pin on the old right-of-way of Jiles Road (25' from centerline);

Thence, the following courses and distances along the easterly right-of-way (the old easterly right-of-way) of Jiles Road (25' from centerline):

N 03°52'36" E - 109.51 feet to a point;

N 04°19'05" E - 212.32 feet to a point;

N 04°19'10" E - 233.07 feet to a point;

N 04°19'10" E - 480.36 feet to an iron pin at the intersection of the old easterly right-of-way of Jiles Road (25' from centerline) and the Land Lot Line common to Land Lots 89 and 102;

Thence, S 86°45'07" E - 597.02 feet along the Land Lot Line common to Land Lots 89 and 102 and along the southerly property line of a tract now or formerly owned by B & C Enterprises to the Land Lot Corner common to Land Lots 101, 102, 89, and 90 and THE POINT OF BEGINNING.

The above described contains 26.72 Acres and is shown on a plat by W/C Consultants, Inc., Job # 97033.P2, and is Oak Ridge Subdivision Phase 2.

Less and except a Strip of Land 15.00 feet wide along the entire road frontage of Jiles Road from the old right-of-way of Jiles Road (25' from centerline) to the new right-of-way of Jiles Road (40' from centerline).

Deed Book 13243 Pg 4214



Jay C. Stephenson
Clerk of Superior Court Cobb Cty, Ga.
I HAVE SEEN AND READ THE ABOVE DEED AND IT IS TRUE AND CORRECT AS THE SAME IS WRITTEN IN DEED BOOK 13243 PAGE 4214

by reference (hereinafter referred to as "Additional Property");
and

WHEREAS, the Additional Property is to be known as Oak Ridge
Subdivision Phase II and shall hereafter be subject to the
Declaration as if originally submitted prior hereto by Developer;
and

NOW, THEREFORE, for and in consideration of the Additional
Property, and other valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, Developer hereby
amends the Declaration as follows:

1.

The foregoing recited facts are incorporated herein as if
fully restated hereinbelow.

2.

The Additional Property more particularly described in
Exhibit "1" which is attached hereto and incorporated herein by
reference is hereby added to Exhibit "A" of the Declaration.

3.

Developer hereby submits the Additional Property to the
terms, conditions, covenants and restrictions of the Declaration
and any and all amendments, addendums or modifications thereto.

4.

Except as herein amended, the Declaration shall otherwise
remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Second

Amendment to be executed by its duly authorized officer this
, month, day and year first written above.

Signed, sealed, and delivered
in the presence of: Corp.

MBW Development Corporation

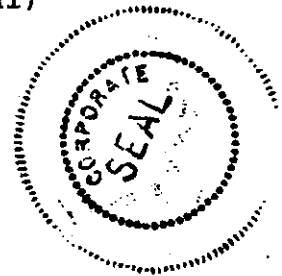
[Signature]
Witness

By: Maurice B. Womack, Jr.
Maurice B. Womack, Jr.,
President

[Signature]
Notary Public

(Corporate Seal)

(NOTARY SEAL) MISSISSAUGA
JAN 15 2002



MBW Development Corp.
wait

Deed Book 13360 Pg 1548
Filed and Recorded May-04-2001 03:50pm
2001-0071592

Jay C. Stephenson

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

STATE OF GEORGIA

CROSS REFERENCE:

COUNTY OF COBB

DEED BOOK 11937, PAGE 69
COBB COUNTY RECORDS

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR OAK RIDGE SUBDIVISION

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OAK RIDGE SUBDIVISION,
made as of the 4th day of May, 2001, by MBW Development
Corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer previously submitted certain real
property located in Land Lots 101 and 102 of the 20th District,
2nd Section of Cobb County, Georgia to the Declaration of
Covenants, Conditions, Restrictions and Easements for Oak Ridge
Subdivision declaration which are recorded in Deed Book 11937,
page 69, Cobb County Records (hereinafter referred to as
"Declaration"); and

WHEREAS, the Declaration provides that said Declaration may
from time to time be amended for the purpose of adding additional
property to be subjected to said Declaration; and

WHEREAS, Developer desires to amend said Declaration for the purpose of submitting additional property thereto; and

WHEREAS, the additional property Developer intends to submit hereby to the Declaration is situated adjacent to the property described in the Declaration and is more particularly described in Exhibit "1" which is attached hereto and incorporated herein by reference (hereinafter referred to as "Additional Property"); and

WHEREAS, the Additional Property is to be known as Oak Ridge Subdivision Phase III and shall hereafter be subject to the Declaration as if originally submitted prior hereto by Developer; and

NOW, THEREFORE, for and in consideration of the Additional Property, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer hereby amends the Declaration as follows:

1.

The foregoing recited facts are incorporated herein as if fully restated hereinbelow.

2.

The Additional Property more particularly described in Exhibit "1" which is attached hereto and incorporated herein by reference is hereby added to Exhibit "A" of the Declaration.

3.

Developer hereby submits the Additional Property to the terms, conditions, covenants and restrictions of the Declaration and any and all amendments, addendums or modifications thereto.

4.

Except as herein amended, the Declaration shall otherwise remain in full force and effect.

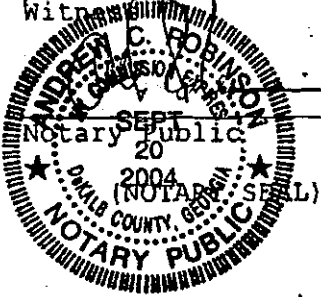
IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed by its duly authorized officer this month, day and year first written above.

Signed, sealed, and delivered in the presence of: Corp.

MBW DEVELOPMENT CORPORATION

Brenda Womack

By: *Maurice B. Womack, Jr.*
Maurice B. Womack, Jr.,
President



(Corporate Seal)

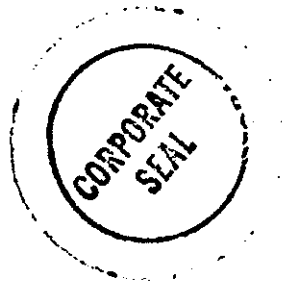


EXHIBIT "1"LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 89 and 90, 20th District, 2nd Section, Cobb County, Georgia, city of Kennesaw, and being more particularly described as follows:

Beginning at an iron pin at the Land Lot Corner common to Land Lots 89, 90, 101, and 102. Thence, N 86°45'07" W - 597.02 feet along the Land Lot Line common to Land Lots 89 and 102 to an iron pin on the easterly right-of-way of Jiles Road (R/W Varies); Thence, the following courses and distances along the easterly right-of-way of Jiles Road: N 05°39'11" E - 249.25 feet to a point; Thence, along a curve to the right having a chord of N 29°42'47" E - 272.07 feet, a radius of 333.10 feet, and an arc of 280.26 feet to a point; Thence, N 53°48'53" E - 206.89 feet to a point; Thence, along a curve to the left having a chord of N 45°03'57" E - 84.54 feet, a radius of 227.84 feet, and an arc of 85.03 feet to a point; Thence, N 30°04'18" E - 29.77 feet to an iron pin on the easterly right-of-way of Jiles Road; Thence, leaving said easterly right-of-way of Jiles Road, S 61°37'31" E - 264.29 feet along the southerly property line of a tract now or formerly owned by Bernice Swancy Isaacs to an iron pin; Thence, N 04°11'20" E - 13.54 feet along the easterly property line of said tract now or formerly owned by Bernice Swancy Isaacs to an iron pin; Thence, N 01°32'20" E - 145.23 feet along the southerly property line of a tract now or formerly owned by Jeff L. Davis, et.al. to a point in the center of Proctor Creek; Thence, the following courses and distances, along the centerline of Proctor Creek: S 34°22'19" E - 27.92 feet to a point; Thence, S 26°04'44" E - 61.22 feet to a point; Thence, S 25°40'23" E - 45.19 feet to a point; Thence, S 25°01'23" E - 41.84 feet to a point; Thence, S 30°00'24" E - 56.35 feet to a point; Thence, S 08°21'29" E - 46.60 feet to a point; Thence, S 25°53'55" E - 40.89 feet to a point; Thence, S 34°34'29" E - 41.35 feet to a point; Thence, S 39°25'00" E - 50.24 feet to a point; Thence, S 46°38'18" E - 57.23 feet to a point; Thence, S 40°20'37" E - 39.02 feet to a point; Thence, S 32°43'07" E - 47.72 feet to a point; Thence, S 41°35'32" E - 35.91 feet to a point; Thence, S 51°27'33" E - 33.91 feet to a point; Thence, S 41°30'33" E - 58.74 feet to a point; Thence, S 20°45'38" E - 53.97 feet to a point; Thence, S 24°34'49" E - 53.08 feet to a point; Thence, S 59°52'29" E - 13.99 feet to a point in the centerline of Proctor Creek and on the Land Lot Line common to Land Lots 90 and 101; Thence, leaving said centerline of Proctor Creek, N 86°52'30" W - 606.57 feet along the Land Lot Line common to Land Lots 90 and 101 to an iron pin at the Land Lot

Corner common to Land Lots 89, 90, 101, and 102, AND THE POINT
OF BEGINNING.

The above described contains 13.11 Acres as shown on a plat of
survey for MBW Development Corporation, First Capital Bank, and
Old Republic National Title Insurance Company, by W/C
Consultants, Inc., dated 3-9-00, last revised 12-15-00, Job #
99034.

Deed Book 13360 Pg 1552
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.



private road located within a Building Ingress-Egress Utility Easement on the Property (hereinafter referred to as the "Driveway"), which Building Ingress-Egress Utility Easement is shown and delineated on that certain plat recorded in Plat Book 179, Pages 46 & 47, Cobb County, Georgia Records, which plat is incorporated herein by reference; and

WHEREAS, Declarant intends to sell said lots and grant the purchasers of said lots (hereinafter referred to as the "Owner" or "Owners") a non-exclusive perpetual common easement for ingress and egress, on, over and across the above-described Driveway; and

WHEREAS, each Owner will be dependent upon said Driveway for ingress and egress to each Owner's Property; and

WHEREAS, Declarant is desirous of providing for the preservation of the Driveway in good condition and repair; and

WHEREAS, the Association is willing to undertake the preservation and maintenance of the Driveway in good condition and repair, including the expenses and costs thereof.

NOW, THEREFORE, Declarant hereby declares that the Property and the Driveway are hereby made subject to this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement. By virtue of the recording of this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement, the Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement, and every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to the provisions of this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement and shall be deemed to have assented to the same.

1.

The Driveway on, over and across which the Owners are granted a perpetual, non-exclusive, common easement for ingress and egress which runs with the land, shall be maintained by the Association, at the expense of the Association, in good condition and repair at all times.



2.

The Association shall, in connection with any maintenance or repair work being performed to the Driveway, have the sole authority and discretion of the following:

- (a) Who shall perform the maintenance or repair work;
- (b) Who shall supervise the maintenance or repair work;
- (c) Who shall accept the work upon completion; and
- (d) What the cost of the maintenance or repair work shall be.

3.

Maintenance and repair expenses and costs shall be borne by the Association out of the homeowners' general or special assessments.

4.

The Owners shall fully use and enjoy their respective parcels of land subject to the rights herein granted.

5.

This Agreement shall bind the legal representatives, heirs, successors and assigns of each of the Owners and of the Association, and shall inure to the benefit of the successors in title of each of the Owners, their legal representatives, heirs, successors, assigns, lessees, sublessees, tenants and invitees.

6.

The terms and provisions of this covenant shall be perpetual and run with the land.

7.

This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Georgia.

8.

If, for any reason, any provision of this Agreement shall be declared void or unenforceable by and Court of law or equity, only that particular portion or paragraph shall be affected, and

the remainder of this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement shall continue in full force and effect, and shall be binding upon each of the parties hereto.

9.

Declarant, as sole owner of the Property, hereby makes any sale, transfer, assignment or other conveyance of any interest in the Property, or any portion thereof, including Lots 107 through 113, inclusive, as shown on the above-referenced plat, expressly subject to the terms and conditions of this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement.

10.

Whenever the singular may be used herein, if appropriate, it shall be deemed to include the plural and vice versa. When the feminine gender may be used, it shall include the masculine and vice versa.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officer on the day and year first above written.

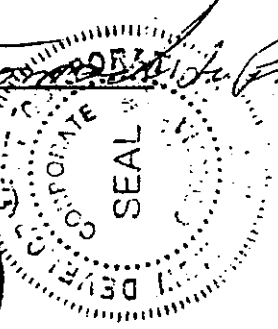
Signed, sealed, and delivered MBW Development Corporation in the presence of:

allyson kane
Witness

J.C.J.
Notary Public

By: Maurice B. Womack, Jr.
Maurice B. Womack, Jr.,
President

(CORPORATE SEAL)



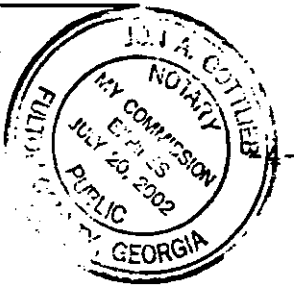
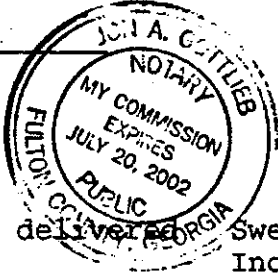
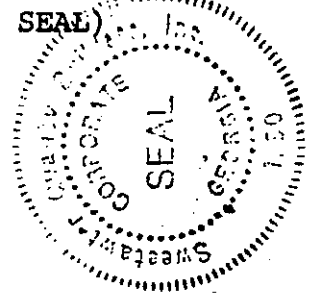
Signed, sealed, and delivered Sweetwater Quality Builders, Inc. in the presence of:

allyson kane
Witness

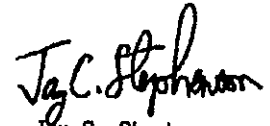
J.C.J.
Notary Public

By: Maurice B. Womack, Jr.
Maurice B. Womack, Jr.,
President

(CORPORATE SEAL)



Deed Book 13484 Pg 5721
Filed and Recorded Jan-29-2002 12:24pm
2002-0021928
Real Estate Transfer Tax \$0.00



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

Return Recorded Document to:

Flynn & Gottlieb, P.A.
800 Johnson Ferry Road, N.E.
Atlanta, Georgia 30342-1417

RR
5
18

Cross Reference To:

Lots 11, 12, 13, 14, 15, 16 and 17 Oak
Ridge Subdivision, Phase III, Plat Book 197,
Pages 3 and 4, Cobb County, Georgia
Records; Deed Book 13384, page 942, Deed
Book 13456, page 3259, Deed Book 13466,
page 1766, and Deed Book 13407, page
4800, aforesaid records

STATE OF GEORGIA

COUNTY OF COBB

**GRANT OF RECIPROCAL EASEMENTS FOR INGRESS AND EGRESS
AND MAINTENANCE AGREEMENT**

This Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement is made and entered into as of this 27th day of January, 2002, by **PARKLAND HOMES, LLC** (hereinafter referred to as "Parkland") and **SWEETWATER QUALITY BUILDERS, INC.**, (hereinafter referred to as "Sweetwater") (Parkland and Sweetwater are hereinafter collectively referred to as the "Declarant"), as the owners of real property located at Oak Ridge Subdivision, Cobb County, Georgia, and **OAK RIDGE HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property lying and being in Land Lot 89 & 90, of the 20th District, 2nd Section of Cobb County, Georgia, being Lots 11, 12, 13, 14, 15,

16 and 17, Oak Ridge Subdivision, Phase III, as per plat recorded in Plat Book 197, Pages 3 and 4, Cobb County, Georgia (hereinafter referred to as the "Property"); and

WHEREAS, the developer of Phase III of Oak Ridge Subdivision, MBW Development Corporation, has declared and reserved a twenty (20) foot ingress egress and utility easement on the Property (hereinafter referred to as the "Driveway"), which easement is shown and delineated on that certain plat recorded in Plat Book Plat Book 197, Pages 3 and 4, Cobb County, Georgia Records, which plat is incorporated herein by reference; and

WHEREAS, Declarant intends to sell said lots and grant the purchasers of said lots (hereinafter referred to as the "Owner" or "Owners") a non-exclusive perpetual common easement for ingress and egress, on, over and across the above-described Driveway; and

WHEREAS, each Owner will be dependent upon said Driveway for ingress and egress to each Owner's Property; and

WHEREAS, Declarant is desirous of providing for the preservation of the Driveway in good condition and repair; and

WHEREAS, the Association is willing to undertake the preservation and maintenance of the Driveway in good condition and repair, including the expenses and costs thereof.

NOW, THEREFORE, Declarant hereby declares that the Property and the Driveway are hereby made subject to this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement. By virtue of the recording of this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement, the Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement, and every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to the provisions of this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement and shall be deemed to have assented to the same.

1.

The Driveway on, over and across which the Owners are granted a perpetual, non-exclusive, common easement for ingress and egress which runs with the land, shall be maintained by the Association, at the expense of the Association, in good condition and repair at all times.

2.

The Association shall, in connection with any maintenance or repair work being performed to the Driveway, have the sole authority and discretion of the following:

- (a) Who shall perform the maintenance or repair work;
- (b) Who shall supervise the maintenance or repair work;
- (c) Who shall accept the work upon completion; and
- (d) What the cost of the maintenance or repair work shall be.

3.

Maintenance and repair expenses and costs shall be borne by the Association out of the homeowners' general or special assessments.

4.

The Owners shall fully use and enjoy their respective parcels of land subject to the rights herein granted.

5.

This Agreement shall bind the legal representatives, heirs, successors and assigns of each of the Owners and of the Association, and shall inure to the benefit of the successors in title of each of the Owners, their legal representatives, heirs, successors, assigns, lessees, sublessees, tenants and invitees.

6.

The terms and provisions of this easement shall be perpetual and run with the land.

7.

This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Georgia.

8.

If, for any reason, any provision of this Agreement shall be declared void or unenforceable by and Court of law or equity, only that particular portion or paragraph shall be affected, and the remainder of this Grant of Reciprocal Easements for Ingress and Egress and Maintenance Agreement shall continue in full force and effect, and shall be binding upon each of the parties hereto.

9.

Declarant, as sole owner of the Property, hereby makes any sale, transfer, assignment or other conveyance of any interest in the Property, or any portion thereof, including Lots 11, 12, 13, 14, 15, 16 and 17, Oak Ridge Subdivision, Phase III, as shown on the above-referenced plat, expressly subject to the terms and conditions of this Grant of Reciprocal Easements for Ingress

and Egress and Maintenance Agreement.

10.

Whenever the singular may be used herein, if appropriate, it shall be deemed to include the plural and vice versa. When the feminine gender may be used, it shall include the masculine and vice versa.

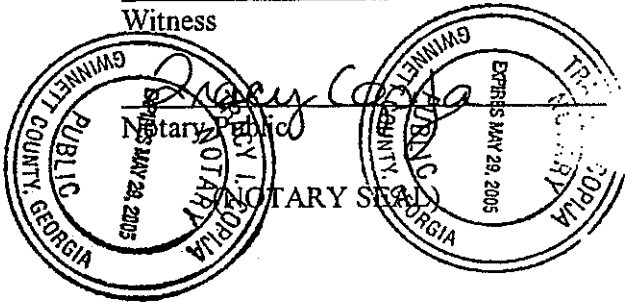
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officers on the day and year first above written.

Signed, sealed, and delivered
in the presence of:

PARKLAND HOMES, LLC

Catherine S. Walker
Witness

By: [Signature] (SEAL)
Name: F. David Lautam
Title: Sec.

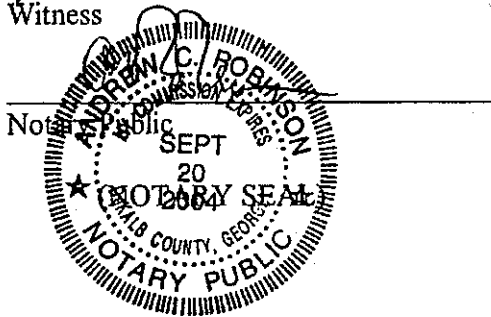


Signed, sealed, and delivered
in the presence of:

SWEETWATER QUALITY BUILDERS, INC.

Brenda Womack
Witness

By: [Signature]
Maurice B. Womack, Jr.,
President



(CORPORATE SEAL)



Signed, sealed, and delivered
in the presence of:

OAK RIDGE HOMEOWNERS
ASSOCIATION, INC.

Brenda Womack
Witness

By: MBW Development Corporation, developer

Andrew G. Robinson
Notary Public

By: Maurice B. Womack, Jr.
Maurice B. Womack, Jr.,
President



(CORPORATE SEAL)



Deed Book 13484 Pg 5725
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Deed Book 13243 Pg 4208
Filed and Recorded Feb-22-2000 10:57am
2000-0022594
Real Estate Transfer Tax \$0.00

J.C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.
[Barcode]

Return Recorded Document to:
Ashenden, Flynn & Gottlieb, P.A.
3340 Peachtree Rd, N.E. Tower Place, Ste 2550
Atlanta, GA 30326

14.00

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

FILE #: 98C0015

THIS INDENTURE, Made the 4th day of February, 2000, between MBW DEVELOPMENT CORPORATION, of the County of COBB, and the State of GEORGIA, as party or parties of the first part, hereinafter called Grantor, and OAK RIDGE HOMEOWNERS ASSOCIATION, INC. of the county of Cobb, and the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 101 AND 102, 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, CITY OF KENNESAW, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

MBW DEVELOPMENT CORPORATION



Stephen Dime

(Unofficial witness)

By *Maurice B. Womack Jr.*

MAURICE B. WOMACK, JR., PRESIDENT

[Signature]

(Notary Public)

(CORPORATE SEAL)





EXHIBIT "A"

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 102, 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, CITY OF KENNESAW, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHWESTERLY MITER (20 FOOT MITER) AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF JILES ROAD (RIGHT OF WAY, 40 FEET FROM CENTERLINE) AND THE SOUTHERLY RIGHT-OF-WAY OF MCGUIRE STREET (50 FOOT RIGHT OF WAY); THENCE SOUTH 88 DEGREES 04 MINUTES 40 SECONDS EAST, 2.0 FEET TO THE TRUE POINT OF BEGINNING. FROM SAID TRUE POINT OF BEGINNING; CONTINUE THENCE SOUTH 88 DEGREES 04 MINUTES 40 SECONDS EAST, 16 FEET TO A POINT; THENCE SOUTH 03 DEGREES 52 MINUTES 36 SECONDS WEST, 5 FEET TO A POINT; THENCE NORTH 88 DEGREES 04 MINUTES 40 SECONDS WEST, 16 FEET TO A POINT; THENCE NORTH 03 DEGREES 52 MINUTES 36 SECONDS EAST, 5 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 80 SQUARE FEET AND IS A SIGN EASEMENT WITHIN THE BOUNDARY OF LOT 34 OF OAK RIDGE SUBDIVISION PHASE 2, AND IS SHOWN ON A PLAT BY W/C CONSULTANTS, INC., DATED JANUARY 6, 2000 (LAST REVISED), JOB # 97033.P2.

AND

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 101, 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, CITY OF KENNESAW, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE LAND LOT CORNER COMMON TO LAND LOTS 101, 102, 89, AND 90; THENCE SOUTH 86 DEGREES 52 MINUTES 30 SECONDS EAST, 530.70 FEET ALONG THE LAND LOT LINE COMMON TO LAND LOTS 90 AND 101, AND ALONG THE SOUTHERLY PROPERTY LINE OF A TRACT NOW OR FORMERLY OWNED BY B & C ENTERPRISES TO AN IRON PIN; THENCE SOUTH 03 DEGREES 03 MINUTES 47 SECONDS WEST, 733.55 FEET ALONG THE WESTERLY PROPERTY LINE OF WINCHESTER FOREST SUBDIVISION TO AN IRON PIN AT THE CENTER OF A 140 FOOT GEORGIA POWER EASEMENT AND THE TRUE POINT OF BEGINNING.

FROM SAID TRUE POINT OF BEGINNING; THENCE SOUTH 03 DEGREES 03 MINUTES 47 SECONDS WEST, 276.08 FEET ALONG THE WESTERLY PROPERTY LINE OF DEERFIELD SUBDIVISION TO AN IRON PIN; THENCE NORTH 88 DEGREES 04 MINUTES 40 SECONDS WEST, 160 FEET TO AN IRON PIN; THENCE NORTH 01 DEGREE 55 MINUTES 07 SECONDS EAST, 255.58 FEET TO AN IRON PIN; THENCE NORTH 51 DEGREES 58 MINUTES 19 SECONDS WEST,

