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TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE FAIRWAYS

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**THE FAIRWAYS
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF GEORGIA §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FLOYD §

WHEREAS, CTR Development Co., L.L.C., a Georgia Limited Liability Corporation, hereinafter called the Declarant, is the owner of certain real property being described as The Fairways Phase 1, consisting of ____ Lots, a subdivision in Floyd County, Georgia, according to the map or plat thereof, recorded in Plat Book _____, Page _____ of the Floyd County, Georgia Plat Records ("Property") and Declarant proposes to develop the Property (hereinafter defined) for residential purposes; and

WHEREAS, the Declarant desires to hold and from time to time convey the Property, or any portion thereof, subject to certain protective covenants, conditions, and restrictions, hereinafter set forth; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvements, development and sale of the Property for the benefit of the present and future owners of the Property:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.1 Association. "Association" shall mean The Fairways Homeowners Association, Inc. formed pursuant to the provisions of Article VIII herein.

1.2 Board. "Board" shall mean the Board of Directors of the Association, which shall consist of three (3) Members or such lesser or greater number as may be determined by a majority vote of a quorum of the votes entitled to be voted as provided in Article 8.3 herein. The Members of the Board of Directors shall be elected by a majority vote of a quorum of the Votes entitled to be voted (Number of Lots) in the Association at an annual meeting of the Members, which such annual meeting to be held at such date, place and time as established by the Board. The term "quorum" as used herein shall mean a majority of the Votes entitled to vote are represented at such meeting.

1.3 Design Guidelines. "Design Guidelines" shall mean the criteria and guidelines established by the Architectural Review Committee, for the construction of improvements within the Property.

1.4 Development. "Development" shall mean, the Property as herein defined and any additions to the Property, added pursuant to Article II herein.

1.5 Golf Course. "Golf Course" shall mean that certain public golf course adjacent to the Development owned by the City of Rome, Georgia, commonly referred to as Stonebridge Golf Course.

1.6 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, basketball goals, swimming pools, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.7 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown on a subdivided lot on a Plat of the Property, together with all Improvements located thereon.

1.8 Master Declaration. "Master Declaration" or "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.9 Member. "Member" shall mean any person holding membership rights in the Association provided for in Article VIII.

1.10 Mortgage. "Mortgage" shall mean any mortgage or secured deed covering all or any portion of the Property given to secure the payment of a debt.

1.11 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.12 Owner. "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities, excluding Declarant, holding a fee simple interest in all or any portion of the Property, but shall not include a Mortgagee.

1.13 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.14 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, sign age, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples or exterior colors, plans for utility services, all other documentation or information relevant to such improvement.

1.15 Plat. "Plat" shall mean a final subdivision plat of any portion of the Property.

1.16 Property. "Property" shall mean that real property which is subject to the terms of this Declaration initially described as The Fairways Phase 1, a subdivision in Floyd County, Georgia, according to the map or plat thereof recorded in Plat Book _____, Page _____ of the Plat Records of Floyd County, Georgia and any additional real property which may be hereafter incorporated or annexed under the terms of this Declaration.

1.17 Subdivision. "Subdivision" shall mean and refer to The Fairways Phase 1 and such other property within the Development, which has been subdivided and shown on a map or plat or record in the Plat Records of Floyd County, Georgia and brought within the scheme of this Declaration in accordance with the provisions of Article II of this Declaration.

1.18 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to incorporate land within the Development in to the Property, (ii) to subject any area of the Property to

further covenants, conditions or restrictions (iii) to withdraw land from the Property or (iv) to annex additional land into the Development.

ARTICLE II
ADDITIONS TO THE PROPERTY

2.1 Phased Subdivision.

(A) Incorporation. The Declarant, its successors and assigns, shall have the right at any time prior to June 1, 2007, to incorporate within the scheme of this Declaration additional phases of the Development, and to add to the Property, following the acquisition of such property, without the consent or approval of any party, including the Owners of any Lots (other than Declarant).

(B) Filing Supplemental Declarations. To evidence the incorporation or annexation of additional property, Declarant shall record a Supplemental Declaration which shall incorporate this Declaration by reference. Following such incorporation or annexation and the recordation of such additional plat or maps, then and thereafter the Owners of all lots in the Subdivision shall have the rights, privileges and obligations set forth in, this Declaration and each applicable Supplemental Declaration.

ARTICLE III
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.1 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

3.2 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Review Committee. Public utility and drainage easements are exempt from this provision.

3.3 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

3.4 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.5 Construction of Improvements and Lot Cleaning and Trees.

(A) Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Review Committee. Anything herein to the contrary notwithstanding, in the case of single family residences constructed on any Lot, the Architectural Review Committee, in its sole discretion, may limit its review to a review of specific floor plans, and elevations, and upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Review Committee.

i. Minimum Square Footage. No Dwelling constructed on a Lot shall have less than 2,500 square feet of heated area (Minimum footage does not include Square footage in finished basements).

ii. Garages. No front entry garages shall be allowed, and no Dwelling shall have an open carport unless approved in writing by the Architectural Review Committee, it being the intent of Declarant that all Dwellings have garages enclosed on 3 sides with a garage door.

iii. Roof Pitches. All primary roof pitches shall be a minimum 10/12, and any secondary roof pitch less than 10/12 must be approved by the Architectural Review Committee.

iv. Siding. Any vinyl siding must be approved by the Architectural Review Committee, and no dwelling shall use Vinyl

siding as a primary exterior, and vinyl siding is not allowed on chimney chases. Vinyl siding may be used on the cornice areas only, not on the body of any structure. Exterior material used on the rear of any dwelling must be consistent with the front and sides of the dwelling.

(B) Lot Cleaning and Trees. No lot shall be graded or cleared prior to an approval of a site plan. No trees larger than five (5) inches in diameter at the ground level shall be removed unless: (a) they are within fifteen feet of the proposed dwelling; or (b) it has been approved by the Architectural Review Committee prior to removal. Unauthorized tree removal will carry a fine of \$500.00 per tree.

3.6 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.7 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Review Committee.

3.8 Roofing Materials. All roofing material shall be subject to the approval of the Architectural Review Committee. Only dark roofs (shades of black, brown, and gray) will be approved. Red, green or white roof materials are not allowed.

3.9 Underground Utility Lines. No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Review Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Review Committee; and further provided that this provision shall not apply to utilities installed along the perimeters of the Property. The installation method, including, but not limited to, location, type of installation, equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Review Committee.

3.10 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Review Committee.

3.11 Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes. No noxious or offensive trade or activity shall be carried on or upon any lot nor shall any activity be carried on which may be or become a nuisance.

3.12 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Review Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Declarant, approval to include the nature, size, duration and location of such structure.

3.13 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible for adjoining property or public or private thoroughfares on the Golf Course. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house all vehicles to be kept on the Lot. Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service area, storage area, loading area, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties. No garbage cans or recycling containers shall be placed so that they can be seen from any street or the Golf Course. All garage doors shall be closed except when vehicles are entering and leaving such garages, and shall be closed at all other times except when they are open on a temporary basis as usage may reasonably require.

3.14 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.15 Fences. The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. No fence shall be permitted within any street yard (street yard is the yard abutting a street which lies between the street and the face of the house) and there shall be no backyard fencing of any that which abuts the golf course, without the express written consent of the Architectural Review Committee and such approval is within the sole discretion of such Committee. Chain link fences are not allowed as backyard fences with the exception of small dog enclosures. These dog enclosures must be non-visible from the street or golf course. The Architectural Review Committee must approve and may at its discretion require a wooded facade around a part or the whole chain link enclosure.

(A) Fence Maintenance. Fence maintenance shall be the responsibility of the property owner and all damage shall be repaired within thirty days of written notification by the Master Association or the City of Rome. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (1) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, (2) missing, loose, or damaged stone or wood rails in the fence and (3) symbols, writings, and other graffiti on the fence.

3.16 Animals - Household Pets. No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in

accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3.17 Basketball Goals. No basketball goals shall be constructed or maintained on any Lot without the written approval of the Architectural Review Committee. Basketball goals shall not be installed temporarily or permanently forward of the dwelling.

3.18 Maintenance of Lawns and Planting.

(A) Maintenance of Lawns and Planting. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot cultivated, pruned, mowed and free of trash and other unsightly material. All Lots must be landscaped within six (6) months after occupancy of the house constructed thereon. All front lawns must be zoysia sod or a sod approved by the Architectural Review Committee. No vegetable garden shall be planted that will be visible from a street or the golf course. Playground equipment is allowed; however, the Architectural Review Committee may restrict placement of these items to the least visible area around the dwelling.

(B) Golf Course Buffer. No Clearing of trees above the size of five (5) inches in diameter (as measured at ground level) is permitted within fifty (50) feet of the golf course property line on lots that abut the golf course. In addition, no improvements whatsoever, and no plantings by Owner of any type shall be permitted within fifty (50) feet of the golf course property line on Lots that abut the golf course without the consent of the Architectural Review Committee.

3.19 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.20 Compliance with Provisions of The Fairways Restrictions. Each Owner shall comply strictly with the provisions of The Fairways Restrictions as the same may be amended from time to time. Failure to comply with any of the Fairways Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or

injunctive relief or both, maintainable by the Declarant or by an aggrieved Owner.

3.21 Construction in Place. All dwellings constructed on the Property shall be built in place on the applicable Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Review Committee.

3.22 Unfinished Structures. No structure shall remain unfinished for more than one (1) year after the same has been commenced.

3.23 Setback Requirements. In the event of any conflict, setback requirement shall be the more restrictive of (a) those set forth on any Plat, (b) those established by the Architectural Review Committee or Declarant pursuant to Section 4.2 below, or (c) those contained in the City Zoning Ordinance.

3.24 Rentals. Nothing in the Declaration shall prevent the rental of any entire Lot and the Improvements thereon, by the Owner thereof for residential purposes.

3.25 Stonebridge Rules and Regulations. All lot owners must comply with all rules and regulations of Stonebridge Golf Club including, but not limited to, all rules and regulations concerning the uses of the golf course, the golf cart paths and golf carts.

3.26 Windows. There shall be no silver finish aluminum windows of any kind; however, a factory painted or anodized finished aluminum may be used, the color of which must be approved by the Architectural Review Committee.

3.27 Repairs to Curb and Street. The owner of any Lot shall be responsible, jointly with the builder for such Lot, for any damage to the curbs and streets of the Development. Any damage to such curbs and street must be completed and repaired within 30 days of the date of such damage.

3.28 Construction. During construction all builders must keep all lots clean and orderly and all building debris, stumps, trees and other trash must be removed from each lot and such debris shall not be dumped in any area of the development without the written approval of the architectural control committee. Furthermore, all builders signs must be built and painted in a good workman-like manner and under no circumstances be nailed to trees, and such signs shall be no larger than 2 feet by 2 feet. During construction, all vehicles involved in such construction activities, including specifically those delivering supplies, must enter the building lot on the driveway only and must be parked so as to not unnecessarily damage trees.

3.29 Mailboxes. All mailboxes or paper boxes or other receptacles of any kind for use and the delivery of mail or newspapers or magazines shall be purchased from Declarant. A sample of such receptacle will be provided to all lot owners for inspection.

3.30 Swimming Pools, Tennis Courts and Sport Courts. Any swimming pool, tennis court or sport court, and the screening or fencing of such, to be constructed on the land adjacent to and visible from the Golf Course shall be subject to the approval and requirements of the Architectural Review Committee and the City of Rome, Georgia which shall include, but which shall not be limited to the following: (1) above ground swimming pools shall not be allowed and, (2) the materials, design and construction thereof shall meet standards generally accepted by the industry and shall comply with regulations of all applicable governmental agencies, and shall meet all fence and setback criteria established by this agreement and city ordinances.

3.31 Accessory Buildings. Accessory buildings shall not be permitted in any yard area which abuts the golf course. Accessory buildings and their location must be approved by the Architectural Review Committee.

3.32 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE IV **USE RESTRICTIONS**

4.1 General. The Property shall be improved and used solely for single family residential use. No structure shall be erected, allowed, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage and harmoniously designed recreational outbuildings, and a swimming pool. Furthermore, no lot or any part of a lot shall be used as a means of ingress or egress (by easement, right of way or otherwise) to any within referenced property.

4.2 Minimum Yards. The location of all Improvements located on a Lot shall be subject to approval by the Architectural Review Committee. Minimum yard and set-back requirements may be established in excess of those shown on the plat or contained in City ordinances by the Architectural

Review Committee or by Declarant through a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement and to benefit the overall appearance of the Property.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

5.1 Approval of Plans and Specifications. No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefore shall have been submitted to and approved by the Architectural Review Committee in accordance herewith. In addition, all houses and driveways and sidewalks must be staked out and such locations approved in writing before any tree cutting and grading is done. One full set of such Plans and Specifications shall be submitted to the Architectural review Committee with such Committee having the right, if it so elects, to retain such set for its records.

5.2 Membership of Architectural Review Committee. The Architectural Review Committee shall consist of three (3) members ("Members"). The initial voting members of the Architectural Review Committee shall be (Brooke J. Temple or M. Wayne Robinson) either constituting one Member of such Committee, (Edward Cash or Patrick Cash) either constituting one Member of such Committee and such other individual that Berry College may designate as the Berry representative ("Berry Representative"). In the event of the death or resignation or any member of the Committee (other than the Berry Representative) the remaining members shall have full authority to designate a successor.

5.3 Actions of the Architectural Review Committee. The Architectural Review Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Review Committee. In the absence of such designation, the vote of all of the members of the Architectural Review Committee taken without a meeting, shall constitute an act of the Architectural Review Committee. In regard to meetings of the Architectural Review Committee, all actions of such Committee must be approved by a majority vote, provided however, no vote of such Committee shall constitute an approval of any action unless the Berry Representative votes in favor of such action. Accordingly, the Berry Representative shall have a veto power in regard to actions of the Architectural Review Committee.

5.4 Term. Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as proved herein.

5.5 Adoption of Rules. The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

5.6 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it shall consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing and the Builder for any Improvement has signed the approval document issued by the Architectural Review Committee and returned it to such Committee. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. The Architectural Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this declaration and perform such other duties assigned to it by this Declaration. The Architectural Review Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

5.7 Variances. The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, when, in the opinion of the Architectural Review Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof. It shall be the sole responsibility of an Owner seeking a variance from the Architectural Review Committee to insure that any variance sought complies with all local ordinances, and if a variance is

required from the City of Rome or any other governmental authority, obtaining such variance is the sole responsibility of Owner, and the Architectural Review Committee shall have no liability to any owner of any Lot for any variance granted.

5.8 No Waiver of Future Approvals. The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

5.9 Work in Progress. The Architectural Review Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

5.10 Address. Plans and Specifications shall be submitted to the Architectural Review Committee, c/o Brooke J. Temple, 611 Turner McCall Boulevard, Rome, Georgia 30165, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

5.11 Fees. The Architectural Review Committee shall have the right to require a reasonable submission fee not to exceed \$150.00 for each set of Plans and Specifications submitted for its review.

ARTICLE VI EASEMENTS

6.1 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property.

6.2 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement areas as shown on the Plat affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable, television, telephones, electricity and

appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Review Committee. The Utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

6.3 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all improvements located therein except for such Improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner for any damage done by them or either of them or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

ARTICLE VII **ASSESSMENTS**

7.1 Declarant's Assessments. Declarant shall have the right but not the obligation to assess each Lot within the property up to \$200.00 per year for the upkeep and maintenance on landscaped areas and the entrance gate to the property. Said \$200.00 assessment will not be increased for five (5) years (such five (5) years to commence the date of the filing of the Plat) at which time the yearly rate shall be increased to a rate not to exceed \$300.00 per year for the next five (5) years. Thereafter, any adjustment to such assessment shall be made based on the vote of the majority of the owners of the Lots at such time.

All sums assessed in the manner provided in this Article, but unpaid, shall constitute the personal obligation of the owner of the Lot subject to such assessment and such Lot owner shall be responsible for such assessment including interest thereon at the rate of nine percent (9%) per annum, and the cost of collection, including attorney's fees and such assessment shall constitute a continuing lien and charge on the Lot covered

by such assessment to evidence any lien relating to said assessment, Declarant may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the Lot covered by such lien and a description of such Lot. Such notice shall be signed by a representative of Declarant and be filed in the office of the Clerk of the Superior Court of Floyd County, Georgia. Such lien shall be subject to foreclosure in accordance with the laws of Georgia. It is acknowledged that the within assessment right is assignable by Declarant to any association formed by the Lot owners.

7.2 Additional Provisions. The provisions of Article IX shall in all respects apply to any assessments made by Declarant pursuant to this Article VII.

ARTICLE VIII

THE FAIRWAYS HOMEOWNERS ASSOCIATION, INC.

8.1 Organization. The Declarant shall have the right, but not the obligation, at such time as Declarant deems appropriate, to cause the formation and incorporation of an Association as a nonprofit corporation under the laws of the State of Georgia ("Association"). The Association shall be created for the purposes, charged with the duties, governed by the provisions, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Master Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

8.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants or record, to Assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or parties who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association. It is understood that the Development may be developed in phases or sections, and upon the completion of development of each individual section or phase by Declarant, such completed section or phase or any part thereof shall, at the option and election of Declarant, be incorporated within the scheme of the Declaration and become bound hereby and a part hereof, which incorporation shall be evidenced by the filing of the Supplemental Declaration.

8.3 Voting Rights. The Association shall have two (2) classes of voting memberships:

(A) Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the ByLaws, but in no event shall more than one (1) vote be cast with respect to any Lot.

(B) Class B. The Class B Member(s) shall be the Declarant, and its successors and assigns, and shall be entitled to three (3) votes for each Lot owned by it, provided that the Class B membership shall cease and be converted to Class A membership (subject to reversion back to Class B membership upon the annexation of additional land) on the happening of either of the following events, whichever occurs earlier:

(1) the complete development of the land and sale of all developed Lots presently subject to or hereafter subject to this Declaration;

(2) twenty (20) years from the filing date hereof in the Official Public Records of Floyd County, Georgia.

8.4 Powers and Authority of the Association. The Association shall have the powers of a Georgia nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Georgia or of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(A) (1) The Fairways Rules and ByLaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Fairways Rules and ByLaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(A) (2) To elect officers of the Association by a majority vote of the Board and to determine the duties and responsibilities of each officer.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board are reasonably necessary or appropriate to carry out the Association functions.

(C) Records. To keep books and records of the Association's affairs.

(D) Assessments. To levy assessments as provided herein. An assessment is defined as that sum which must be levied in the manner and

against the Lots in order to raise the total amount for which the levy in question is being made.

(E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Fairways Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Fairways Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the improvements thereon, and shall be enforced in the same manner and to the same extent as provided herein for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Fairways Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Fairways Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(G) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights of way, or mortgages out of, in, on, over, or under any Common Properties for the purpose of constructing, erecting, operating or maintaining the following:

- (1) Recreational facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (5) Any similar public, quasi-public or private improvements or facilities;

however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of the any Common Properties without the consent of at least sixty-seven percent (67%) of the Owners (excluding Declarant).

above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

(H) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association and the board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(I) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Common Properties; to maintain and repair all Common Properties, as appropriate and the maintenance of which has not been accepted by the appropriate governmental entity; and to own and operate any and all types of facilities for both active and passive recreation.

(J) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles of ByLaws of the Association.

(K) Construction on Association Property. To construct new Improvements or additions to Common Properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.

(L) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or any Person.

(M) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

8.5 Common Properties. Subject to and in accordance with this Declaration, the Master Association, acting through the Board, shall have the following duties:

(A) To accept, own, operate and maintain all property which may be conveyed or leased to it by Declarant or any third party, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Association by Declarant or any third party and to maintain in good repair and condition all lands, improvements and other Association property owned by or leased to the Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

(B) To construct, maintain, repair and replace improvements within the Common Areas.

(C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(D) Upon the approval of two-thirds (2/3rds) of the Owners, to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. Additionally, the Association may accept lands. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessment paid by the members of the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(E) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Areas, as well as casualty coverage on all real and personal property owned by the Association, if and in such amounts as the Board shall deem appropriate.

(F) The term Common Area as used herein shall mean any real property and the improvements located thereon, that are owned or leased by the Association.

ARTICLE IX
FUNDS AND ASSESSMENTS

9.1 Assessments.

(A) Assessments established by the Board of the Association pursuant to the authorities of Article VIII and this Article IX shall be levied on a uniform basis against each Lot within the Property.

(B) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such assessments in accordance with the provisions of this Article.

(C) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

9.2 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

9.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under The Fairways Restrictions, including but not limited to, the cost of all expenses, and a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

9.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association. The amount of any special Assessments shall be at the reasonable discretion of the Board and all such special Assessment shall be due and payable to the Association within 30 days of the date of written notice of such special Assessment. In no event shall the total special Assessment per Lot during the year 2002 exceed the sum of \$300.00. Thereafter the special Assessment permitted hereunder shall not be increased by more than ten percent (10%) per year.

9.5 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest on the amount of the Assessment from the due date at a percentage rate of nine percent (9%) per annum, together with all costs, and expenses of collection, including reasonable attorneys' fees.

9.6 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 9.5 hereof and the cost of collection, including attorneys' fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for:

(A) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;

(B) All liens securing all amounts due or to become due under (i) any term, Contract for Sale dated, or (ii) any deed to secure debt filed for record prior to the date any Assessment became due and payable; and

(C) All liens, including, but not limited to, vendor's liens, deeds to secure debt and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the costs of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no liens shall be deemed or held superior to the lien hereby created unless the Association is made a party to any court proceeding to enforce any of the above listed liens. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting for the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the Clerk of Court of Floyd County, Georgia. Such lien for payment of Assessment shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Association foreclosing against the defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or (ii) the Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

ARTICLE X **MISCELLANEOUS**

10.1 Term. This Master Declaration, including all of the covenants, conditions, and restrictions hereof, shall run for twenty (20) years from the date of this Declaration, unless amended as herein provided. After such twenty (20) year period, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of twenty (20) years each, unless amended or extinguished as provided in O.C.G.A. §44-5-60(b)(2).

10.2 Nonliability of Board and Architectural Review Committee Members. Neither the Architectural Review Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its members or the Board or its members, as the case may be. Neither the Architectural Review Committee nor the

members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

10.3 Amendment.

(A) By Declarant. This Declaration or any Supplemental Declaration may be amended by the Declarant until January 1, 2005, or until Declarant no longer holds a majority of the Lots, whichever occurs last. Each amendment executed after January 1, 2005 and must be acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property.

(B) By Owners. After January 1, 2005, this Declaration may be amended by the recording in the Official Public Records of Floyd County, Georgia an instrument and executed and acknowledged, setting forth the amendment and certifying that such amendment has been approved by Owners of at least fifty-one percent (51%) of the Lots, if no Association has been formed, and if no Association has been formed by a majority if the total votes as such votes are allocated as provided in Section 8.3 herein.

10.4 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

10.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Georgia.

10.6 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities to construct any and all other types of improvements anywhere

within the Property, however, the construction of sales and leasing offices and the posting of signs advertising the sale and leasing of Lots by Declarant shall be limited to Lots owned by the Declarant.

10.7 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

10.8 Hold Harmless Agreement. It is acknowledged and agreed that, from time to time, golf balls may be hit which leave the boundaries of the Golf Course and stray onto the Lots immediately adjacent to the golf course ("Golf Course Lots") and which cause a potential danger and hazard to the owners of the Golf Course Lots, their families, tenants, guests and employees, and to personal property situated on the Golf Course Lots. Each owner of any of the Golf Course Lots shall and does hereby, on behalf of such owner, his heirs, legal representatives, successors, and assigns, release and hold harmless the City of Rome, Georgia, Berry College, Inc. and Declarant, and their respective successors and assigns from any claims, liabilities causes of action, court costs, expenses, attorney's fees, losses and damages arising out of or related to any damage to persons or property caused by golf balls straying onto such owner's Golf Course Lots. This release shall be a condition of the purchase or sale of each of the Golf Course Lots, and shall constitute a covenant running with the land comprising the Golf Course Lots, which shall be binding upon the owners of the Golf Course Lots, their heirs, successors and assigns, and shall inure to the benefit of the City of Rome, Georgia, Berry College, Inc. and Declarant and their respective successors and assigns.

10.9 Golf Course Declaration. All Lots abutting the Golf Course are subject to the provisions of Section 5.8 of the Declaration of Covenants relating to Stonebridge Golf Course filed in Deed Book 1193, Page 115 of the Floyd County, Georgia Deed Records which provide for a 50 foot landscape buffer and an easement 30 feet in depth for players to retrieve errant golf balls.

10.10 Wetlands. To the extent any Lot includes any Wetlands area (as such term is defined by Federal law and the laws of the State of Georgia) the Owner of such Lot shall at all times comply with all Federal and State of Georgia laws and regulations relating to the usage of such Wetlands areas.

10.11 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of The Fairways Restrictions. Such right of

enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of The Fairways Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

10.12 Construction.

(A) Restrictions Severable. The provisions of the Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provisions or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

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