

Section 3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by the Declarant or any of its successors or assigns.

Section 4. "Common Area" shall be such real property to be dedicated by the Declarant as "Amenities", such as but not limited to the subdivision entryway, lighting and landscaping of same, in the future development of the ST. JOHNS CROSSING Subdivision.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to SIGNATURE COMMUNITIES AT ST. JOHNS CROSSING, LLC, its successors and assigns.

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ARTICLE II

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable fees for the use and maintenance of the Common Area;
- (b) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid;
- (c) 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 purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by 2/3rds of each class of members has been recorded.

ARTICLE III

HOMEOWNER'S ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall be formed as a nonprofit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the

residents of the Development. To the extent necessary to carry out such purpose, the Association shall have all of the powers of a corporation duly organized under the Georgia Nonprofit Corporation Code and shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

Section 2. Until the Declarant has sold all of the lots in the subdivision, the Declarant shall have the sole and exclusive control of the Homeowner's Association. At such time, the Association shall appoint a Board of Directors, in accordance with these covenants and the By-laws of the Association, which shall consist of no less than three members of the Association. The Declarant, at Declarant's sole discretion shall have the right at any time to relinquish control of the Association to the members.

Section 3. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments,

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together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. It is expressly covenanted that the Declarant shall not be liable or required to pay any assessments for the lots owned by Declarant.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum initial annual assessment shall be FIVE HUNDRED AND NO/100 Dollars (\$500.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of any year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence at the direction of the Board of Directors, but not prior to the conveyance of the Common Area. The First annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. 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 the status of assessments on a Lot is binding on the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and any appropriate proceeding at law or in equity. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the Lien of any first mortgage. 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 assessment 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.

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ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Section 1. No Structure shall be used for any purpose other than that for which it was originally designed;

Section 2. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;

Section 3. No exterior satellite dishes or other electronic transmission or receiving equipment shall be placed upon any Lot between the front plane of the house and the road.

Section 4. No boat, boat trailer, bus, trailer, motor home or any similar items shall be stored between the front plane of the house and the Road, on any Lot for a period of time in excess of twenty-four (24) hours.

Section 5. No animals, livestock, insects or poultry shall be kept or maintained on any Lot except the usual household pets may be kept on any Lot for purposes other than breeding or commercial. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or odor, are not offensive to reasonable standards, including, but not limited to the specific requirement that all household pets shall, at all times, be on a leash or contained in a fenced rear yard.

Section 6. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein, other than a standard "For Sale" sign placed upon any Lot which is in fact for sale or for rent, signs advertising "Garage Sales" or "Yard Sales", which signs shall not remain up for more than 48 hours.

Section 7. No temporary house, trailer, garage, shack or tent shall be erected on any of the Lots in said unit; and no such Lot, nor the house situated thereon, may be used for school, kindergarten, or business of any nature. All Lots shall be used for single family residence purposes only and no such Lot shall be sub-divided.

Section 8. No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. No Lot shall be used as a dumping ground for rubbish, trash or garbage.

Section 9. All driveways shall be made of concrete, asphalt, or other approved surfaces.

Section 10. Commercial vehicles, of all types and kinds, are prohibited from being parked within the Subdivision for a period of time exceeding six (6) hours except during the construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of commercial vans, trucks, pick-up trucks and automobiles bearing commercial insignias larger than one foot square. All vehicles must be parked on the driveway or in the garage; no vehicle shall be parked on any other portion of the Property, including but not limited to lawns, yards and dirt surfaces.

Section 11. All tennis courts and swimming pools located on any Lot shall be located behind the rear line of the house located on the Lot. All swimming pools shall be surrounded by an approved decorative fence.

Section 12. No water pipe, gas pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

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Section 13. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 14. No outdoor clothes lines are permitted. No artificial flowers are permitted in yards. No window air conditioning units are permitted on the Property.

Section 15. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 16. Front yard areas shall not be fenced. No wall hedge shall be placed in a row in the front yard. Hedges are permitted in side and back yards as long as they are maintained and do not exceed 6 feet in height from the corner of the house to the back yard.

Section 17. All fences shall be privacy or picket type fencing, made of wood or imitation wood (vinyl), not to exceed six (6) feet in height. No fence shall be erected nearer the street than the front facade of the house, and if the lot is a corner lot no nearer the side street than six (6) feet from the rear corner of the house.

Section 18. In order to avoid unsightly and aesthetically offensive structures, the location of tree houses and play structures shall be in the rear yard.

Section 19. No obnoxious, offensive, or illegal activities shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. No Owner of a Lot which abuts any stream or waterway shall damn up, redirect water flow or add to volume of water flow in any way that affects up-stream or downstream Lots.

Section 21. Unless waived by the Declarant in writing, no Lot within said subdivision shall be used to provide access to any property which is not contained within the boundaries of the subdivision. In the event written waiver is granted, Declarant reserves the right should any owner desire to provide access to property outside the subdivision to assess reasonable costs for extension of water lines and other utilities, inclusive of roadways, which were expended in the development of said subdivision.

Section 22. Each Owner shall maintain the landscaping and lawn of their lot. No Lot shall be overgrown and each lot shall be mowed at reasonable intervals.

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ARTICLE VII

GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

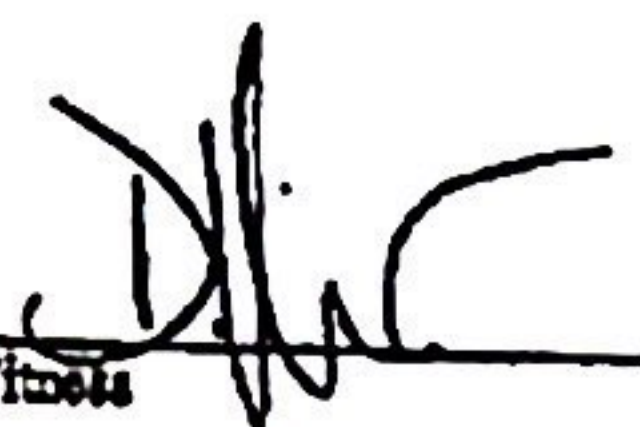
Section 3. Amendments and Duration. Until the Declarant has sold all of the lots that it owns, the Declarant, in the Declarant's sole discretion, shall have the right to amend these covenants and restrictions as it deems necessary. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they can be renewed and extended, either in whole or in part, for successive periods of ten (10) years if signed by two-thirds (2/3) of the owners and filed for recording among the Deed Records of FULTON County, Georgia, provided that each such agreement shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they are renewed. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded in said County Records.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties in the sole discretion of the Declarant, including, but not limited to, additional property in Land Lots 68 and 73 of the 9th of FULTON County, Georgia constituting additional phases of the ST. JOHNS CROSSING Subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 17 day of APRIL, 2003.

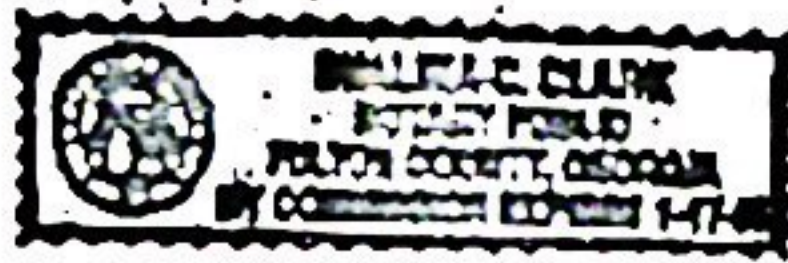
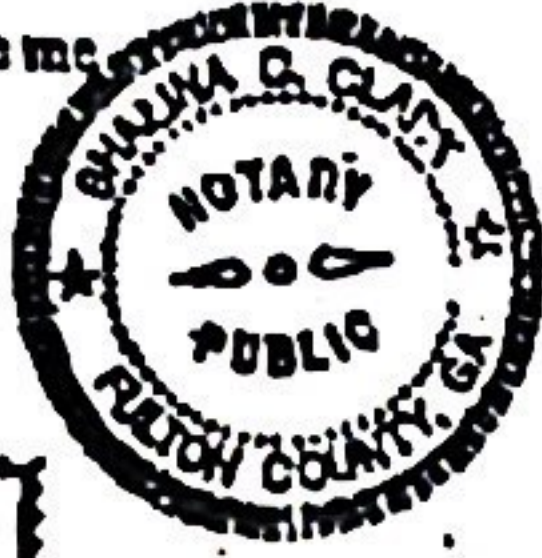
SIGNATURE COMMUNITIES AT ST. JOHNS CROSSING, LLC

By  (SEAL)


Witness

Sworn to and subscribed before me on the date set forth above.


Notary Public



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Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia