

INDEXING NOTE:

Cross reference to:

Declarations of Cotton State Properties, Ltd., a Georgia corporation, Declaration of Covenants, Conditions, Restrictions and Easements for Hedgerow, Unit I on September 21, 1981, in Deed Book 2391, Page 445, Cobb County, Georgia Records; Unit IIA on May 21, 1982, in Deed Book 2522, Pages 409, et seq., Cobb County, Georgia Records; Unit IIB on October 14, 1982, in Deed Book 2606, Pages 93, et seq., Cobb County, Georgia Records; Unit III-A on June 27, 1983, in Deed Book 2792, Page 33, Cobb County, Georgia Records; Unit III-B on September 20, 1983, in Deed Book 2886, Page 391, Cobb County, Georgia Records; Unit IV on February 7, 1985, in Deed Book 3396, Page 439, Cobb County, Georgia Records; Unit V on February 11, 1985, in Deed Book 3400, Page 211, Cobb County, Georgia Records; and Unit VI on December 16, 1983, in Deed Book 2969, Page 147, Cobb County, Georgia Records.

NOTICE TO TITLE EXAMINERS

**THESE COVENANTS CHANGE THE MEMBERSHIP IN THE HEDGEROW
HOMEOWNERS ASSOCIATION FROM NON MANDATORY TO MANDATORY**

**LOTS NOT SUBORDINATED TO THIS DECLARATION AS OF THE FILING DATE
HEREOF WILL BECOME SUBJECT TO THESE RESTRICTIONS UPON
CONVEYANCE THEREAFTER**

**YOU SHOULD INQUIRE WITH THE TREASURER OF THE HOMEOWNERS
ASSOCIATION TO BE CERTAIN THERE ARE NO LIENS WHICH DO NOT
APPEAR ON RECORD AFFECTING LOTS SUBJECT TO THESE COVENANTS**

**RESTATEMENT AND AMENDMENT OF THOSE DECLARATIONS OF
COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR HEDGEROW**

THIS DECLARATION made this _____ day of _____, 1998, by Hedgerow Homeowners Association, Inc., and the members thereof as set forth.

WITNESSETH:

WHEREAS, Hedgerow is a residential development including certain real property developed in several units and located in the 16th District, 2nd Section, Cobb County, Georgia, as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Hedgerow Homeowners Association, Inc. (the "Association") has been incorporated under the laws of the State of Georgia as a non-profit corporation for the purpose of ownership of certain common areas, assisting the owners of individual lots in the enforcement of covenants, maintenance of common areas, and for other purposes; and

WHEREAS, the Association and its members desire to provide for the preservation and enhancement of the property values and amenities in said community and for the maintenance of said real property and the improvements thereon, and to this end desires to create a general structure for the enforcement of the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth or as set forth in prior declarations affecting portions of the property, all for the benefit of said property and each owner thereof; and

WHEREAS, the Association received an assignment of control of the Architectural Control Committees established under the provisions of prior declarations by a recorded Transfer of Architectural Control Committee to Hedgerow Homeowners Association, Inc., recorded in Deed Book 3830, page 317, Cobb County, Georgia records; and

WHEREAS, the Association and its members have deemed it desirable, for the efficient preservation of the values and amenities in said community, to amend and restate the various Declarations of Covenants, Restrictions and Easements for Hedgerow Units I through VI to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the common areas and administering and enforcing the covenants, conditions and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the health, safety and welfare of the residents; and

WHEREAS, Cotton States Properties, Ltd., a Georgia corporation, recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Hedgerow Unit I on September 21, 1981, in Deed Book 2391, Page 445, Cobb County, Georgia Records; Unit II-A on May 21, 1982, in Deed Book 2522, Pages 409, et seq., Cobb County, Georgia Records; Unit II-B on October 14, 1982, in Deed Book 2606, Pages 93, et seq., Cobb County, Georgia Records; Unit III-A on June 27, 1983, in Deed Book 2792, Page 33, Cobb County, Georgia Records; Unit III-B on September 20, 1983, in Deed Book 2886, Page 391, Cobb County, Georgia Records; Unit IV on February 7, 1985, in Deed Book 3396, Page 439, Cobb County, Georgia Records; Unit V on February 11, 1985, in Deed Book 3400, Page 211, Cobb County, Georgia Records; and Unit VI on December 16, 1983, in Deed Book 2969, Page 147, Cobb County, Georgia Records (the "Declarations"); and

WHEREAS, Paragraph 20 (Units I through III-B) or Paragraph 21 (Units IV, V and VI) of the Declarations provides for amendment of the Declarations by an agreement signed by at least a majority of the Owners of Lots at Hedgerow subject to the previously filed Declarations restricting the Lots of Hedgerow Units I through VI; and

WHEREAS, the undersigned, representing a majority of the Owners of Lots at Hedgerow Units I through VI subject to the hereinbefore mentioned Declarations, have approved and executed this restatement and amendment in strict accordance with those previously recorded Declarations; and

WHEREAS, this amendment does not alter, modify, change or rescind any right, title, interest or privilege held by the holder of any mortgage on a lot at Hedgerow; provided, however, in the event a court of competent jurisdiction determines that this amendment does alter, modify, change or rescind any right, title, interest or privilege held by any such mortgage holder without such mortgage holder's consent in writing to this amendment, then this amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected mortgage holder;

NOW, THEREFORE, the Association and the members thereof hereby declare that all of the Lots within Hedgerow Units I through VI, more particularly described in the plats listed on and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the real property and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Hedgerow Homeowners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean all portions of the Property (including the improvements thereto) other than the Lots together with any easements in favor of the Association, for the benefit of all Owners, and burdening any of the Lots. The Common Area to be owned by the Association for the common use and enjoyment of the Owners which is subject to this Declaration shall be that property conveyed to the Association by Cotton States Properties, Ltd., by deed recorded in Deed Book 3830, page 313, Cobb County, Georgia records, together with any additional property to and accepted by the Association for common use.

Section 3. "Declarations" shall mean all of those Declarations of Covenants, Conditions, Restrictions and Easements for Hedgerow, Unit I on September 21, 1981, in Deed Book 2391, Page 445, Cobb County, Georgia Records; Unit II-A on May 21, 1982, in Deed Book 2522, Pages 409, et seq., Cobb County, Georgia Records; Unit II-B on October 14, 1982, in Deed Book 2606, Pages 93, et seq., Cobb County, Georgia Records; Unit III-A on June 27, 1983, in Deed Book 2792, Page 33, Cobb County, Georgia Records; Unit III-B on September 20, 1983, in Deed Book 2886, Page 391, Cobb County, Georgia Records; Unit IV on February 7, 1985, in Deed Book 3396, Page 439, Cobb County, Georgia Records; Unit V on February 11, 1985, in Deed Book 3400, Page 211, Cobb County, Georgia Records; and Unit VI on December 16, 1983, in Deed Book 2969, Page 147, Cobb County, Georgia Records as well as these Declarations.

Section 4. "Developer" or "Declarant" shall mean and refer to Cotton States Properties, Ltd. and/or its successor in interest Hedgerow Homeowners Association, Inc. "Developer" shall also include (1) any lender which succeeded to the interest of Developer through foreclosure of any deed to secure debt or conveyance in lieu of foreclosure, (2) any successor, successor-in-title or assign of Developer if Developer delivered to such party or parties a written assignment of Developer's rights under this Declaration.

Section 5. "First Mortgage Holder" or "First Mortgagee" shall mean the holder of any first priority mortgage, security deed, deed of trust or other security instrument as collateral for a first priority loan on a Lot.

Section 6. "Lot" shall mean any portion of the Property intended for individual ownership and use together with all improvements erected thereon, as such Lots are shown on the Plat or any revisions thereof.

Section 7. "Member" shall mean any Owner of a Lot who has subordinated the Lot to these covenants and who is not in arrears to the Association for any assessment, charge, fine, initiation fee or other amount payable under these Declarations or under the Articles of Incorporation or By-Laws of the Association or as defined by the Articles of Incorporation and/or the By Laws of the Association.

Section 8. "Mortgage" shall refer to any mortgage, deed to secure debt, deed of trust or other transfer or conveyance for the purpose of securing the performance of an obligation, including but not limited to a transfer or conveyance for the purpose of securing the performance of an obligation, including but not limited to a transfer or conveyance for such purpose of fee title.

Section 9. "Owner" shall mean and refer to the record *owner*, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Plat" shall refer to those certain Plats of Survey prepared by Rodenberger and Associates, Inc., attached hereto as Exhibit A and incorporated herein by reference as if set forth fully verbatim.

Section 11. "Property" shall mean and refer to that certain real property described in the plats of survey prepared by Rodenberger & Associates, Inc., recorded in Plat Book 79, Page 10 (Hedgerow Unit I), Plat Book 80, Page 120 (Hedgerow Unit IIA), Plat Book 81, Page 36 (Hedgerow Unit IIB), Plat Book 88, Page 93 (Hedgerow Unit IIIA), Plat Book 86, Page 63 (Hedgerow Unit III-B), Plat Book 98, Page 84 (Hedgerow Unit IV), Plat Book 106, Page 67 (Hedgerow Unit V), and Plat Book 97, Page 84 (Hedgerow Unit VI), all of which plats are incorporated herein by reference as if set forth fully verbatim.

ARTICLE II

EASEMENTS

Section 1. Easement for Encroachment. All the Common Area shall be subject to easements for encroachments created by construction, reconstruction, repair, settling, and overhang for all structures located upon the Property as designed or constructed. In the event that any portion of an encroaching structure on any Lot is partially or totally destroyed, an easement for encroachment upon the Common Area resulting from repair and restoration of such structure as it existed prior to such repair or reconstruction shall and does exist. The foregoing notwithstanding, in no event shall an easement for encroachment exist if such encroachment occurred due to the willful conduct of an Owner, a tenant or agent of an owner, or the Association.

Section 2. Easements for Entry and Support. Each Owner shall have and is hereby granted an easement for the right to ingress and egress over, upon and across the Common Area necessary for access to his Lot and shall have an easement for lateral support of his Lot, and such rights shall be appurtenant to and pass with the title to each Lot. Each Lot shall also be subject to any access easements as shown on the Plat. Furthermore, each Lot shall be subject to an easement for reconstruction and repair in favor of the Association and of adjacent Lots to permit the Association and/or the Owners of such adjacent Lots to make reasonable entry upon such Lot for the purpose of effecting any necessary maintenance, repair, or reconstruction upon the Common Area or other Lots. Any such entry shall be reasonable, shall be made in such a way as to minimize disturbance and inconvenience to the Owner of such Lot, and shall, except in the case of an actual emergency, be made only upon at least twenty-four hours advance notice the Owner of such Lot and with the consent of the Owner of the servient Lot. Any damage caused to any Lot or to any property located thereon shall be the responsibility the party entering the Lot to effect such maintenance, repair, or reconstruction.

Section 3. Easement for Maintenance by the Association. There is hereby granted to the Association and its designated representatives an easement for access to each Lot for the purpose of exercising the maintenance responsibilities of the Association on the Lot and adjacent Lots.

(a) There is hereby granted to the Association and its designated representatives a permanent easement across any lot for the purpose of installation and maintenance of the common areas, entrance structures, signage, and landscaping as originally installed by the Developer or as subsequently installed or modified by the Association.

(b) There is hereby granted to the Association and its designated representatives a permanent easement over and across all Lots as shown on the Plat where there exists a drainage easement for the purpose of maintaining any drainage structures located within said easements. This easement shall be used only as often and to the extent necessary to carry out the purpose stated herein.

ARTICLE III

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Restriction of Use. Lots may be used solely for those purposes permitted under applicable zoning ordinances or as further restricted by these Declarations or by the separate covenants recorded prior to this Declaration. Subject to the maintenance responsibilities of the Association, each owner shall maintain such Owner's Lot in clean condition and good state of repair. The decision of whether any Lot is in clean condition and good state of repair shall lie in the sound discretion of the Board of Directors of the Hedgerow Homeowners Association, Inc. by a majority vote.

Section 2. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, without the prior written approval in recordable form of the Association. The transfer of an undivided fractional interest in a Lot shall not be a transfer requiring Association approval.

Section 3. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept, parked or stored on any part of the Common Area without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 4. Prohibition of Damage and Certain Activity. Without the prior written consent of the Association, nothing shall be done or kept on the Property or any part thereof, which would increase the rate of insurance on the Property or any Common Area, or part thereof. Nothing shall be done or kept on the Property, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. Noxious, destructive or offensive activity shall not be carried on the Property. Assembly or disassembly of motor vehicles or other mechanical devices shall not be permitted on any Lot in any location visible from any street. No temporary house, shack or tent may be erected for use for residential or church purposes. Each Owner shall refrain from any act or use of his Lot, which, in its sole discretion, the Board of Directors of the Association determines could reasonably cause embarrassment, discomfort or annoyance to other Owners. No Owner shall do any work which, in the reasonable opinion of the

Association Board of Directors or its designee, would jeopardize the soundness or safety of the Property or any structure created thereon, would reduce the value thereof, or would impair any easement or hereditament thereto, without in every such case the unanimous, prior written consent of all members of the Association and their mortgagees. No damage to or waste of the Common Area, or any part thereof, or of the exterior of any building constructed upon any Lot shall be permitted by any Owner or member of his family or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by him, members of his family or his invitees.

Section 5. Fences. No fence, hedge, shrub planting, wall or other like dividing instrumentality shall be constructed or maintained on any Lot except as may have been constructed with the written permission of the Architectural Control Committee of the Association or the restrictions of the prior declarations. No such dividing instrumentality may be maintained except in accordance with such architectural standards as may be approved by the Association in writing. In addition, and consistent with prior covenants, no fences shall be erected on any part of the property without obtaining permission from the Architectural Control Committee, which permission may be withheld within the sole discretion of the Architectural Control Committee. No "dog runs" or similar fenced structures used for the restriction of movement of any animal (including without limitation rabbit enclosures) may be erected or maintained on any Lot if visible from any street without the express prior written permission of Architectural Control Committee, which permission may be withheld in its sole discretion.

Section 6. Recreational Equipment. Recreational and playground equipment shall not be placed on the front or side yard of any Lot or on the Common Area without the prior written consent of the Architectural Control Committee. Recreational or playground equipment shall be permitted only in the rear yard of any Lot or as approved by the Architectural Control Committee as set forth herein. The rear yard, for purposes of this section, is the area that would be between the sidewalls of the house if said walls were extended to the rear property line. "Recreational and Playground Equipment" shall mean a fixed structure intended to be permanently embedded in the ground from which can be hung swings, ropes or chains for climbing and exercise by children, including without limitation jungle gyms, monkey bars, tree houses, trampolines and permanent volley ball courts, but shall not be deemed to include fixed or moveable basketball goals.

Section 7. Pets. No animals or birds, other than a reasonable number of generally recognized house pets, shall be kept or maintained on any portion of the Property intended for residential uses or which is Common Property, and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to endanger the health or any owner or occupant of a Lot, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be constructed or maintained on the Property without the prior written approval of the Architectural Control Committee. No dog runs shall be permitted on any Lot. Pets shall be under leash when walked or exercised on any unfenced area. Feces left by dogs or cats upon the Common Area or on any Lot other than that owned by the Lot Owner responsible for said canine or feline must be removed by the owner of the dog or cat or the person responsible for the dog or cat. Upon the written request of any Lot Owner, the Board of Directors of the Association shall conclusively determine whether, in its sole and absolute discretion,

for the purposes of this section, a particular animal or bird is a generally recognized house pet, is a nuisance, constitutes a threat to the health of any Owner or occupant of a Lot, or whether the number of animals or birds in any Lot is unreasonable; provided, however, that no such determination shall be made by the Board unless the Owner of the bird or animal in question shall have first been given an opportunity to appear before the Board for a hearing after reasonable notice of such hearing. If a bird or an animal is found to be in violation, the Board may require the permanent removal from the Property of the bird or animal upon seven (7) days written notice.

Section 7. Parking, Motor Vehicles, Trailers, Boats, Etc. Owners shall at all times maintain off street parking as required by the individual prior covenants governing the Lot and as set forth herein. No Motor Vehicle, Boat, Trailer, Motor Home, Mobile Home or Camper Trailer may be continuously parked in the street for a period of more than fourteen consecutive days and no such fourteen day period may occur more than once in any twelve month period. In addition, no trailer, boat, all terrain vehicle or non motorized vehicle required to be registered by the State of Georgia may be kept or parked on any Lot if it can be seen from any street or is stored in such a manner as to violate any other covenant herein. No recreational vehicle may be parked or stored on any Lot.

Section 8. Signs. Except as may be required for legal proceedings or as provided for elsewhere in this Declaration, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind shall be permitted on any Lots or on any Common Area unless prior written approval is obtained from the Association or the Architectural Control Committee or unless said sign conforms to the following standards: A builder in the process of constructing improvements on a Lot or an Owner seeking to sell a Lot may display one sign on the Lot owned, provided it is professionally lettered and measures no more than four (4) square feet. No approval shall be given to any Lot Owner for erecting or maintaining a "For Rent" sign of any kind. Any sign approved for use by the Association must be placed on the Lot in such a manner that it does not prevent the safe use of streets adjoining the Lot. The Association only shall have the right to place upon the common areas and upon the right of way signs notifying the Owners of important events or as required by the by-laws of the Association. The Association may also maintain on the Common Area such any such sign or signs as may be deemed necessary to identify the Property and to prohibit commercial solicitation of the Owners of Lots by door-to-door salespersons. The Association shall have the right to immediately remove any sign, which is in violation of this Section, and the entry of any representative of the Association upon a Lot for this purpose shall not be deemed to be a trespass.

Section 9. Above Grade Pools. No Lot Owner shall cause to be erected on his Lot any pool designed to hold more than three hundred (300) gallons of water or the sides of which rise more than two feet above the ground level upon which said pool is located. This prohibition shall not prohibit the use of temporary wading pools smaller than the size set forth above if the same cannot be seen from any street. This prohibition shall also not prohibit "hot tubs" which are clearly part of a deck attached to the house and screened from view from any adjoining Lot, but which in any event do not have a capacity greater than 750 gallons without the express written prior approval of the Architectural Control Committee of the Association.

Section 10. Miscellaneous. No exterior clotheslines shall be permitted. No window air conditioning units or fans of any kind shall be installed in the window of any dwelling if the same is visible from any street. No antennas or other devices for the sending or receiving of radio, cellular telephone or television signals shall be used, erected or maintained outdoors on any Lot, whether attached to a building or otherwise; provided, however, that no more than one satellite dish antenna may be installed and maintained on a Lot upon written notice to the Association if, and only if, the dish as installed is either disguised to resemble and is in fact visually indistinguishable from structures, devices or improvements otherwise allowed on the Lot and by this Declaration or cannot be seen from any street. Under no circumstances can any satellite dish larger than twenty-four inches (24") in diameter be erected or installed on any part of any Lot or any dwelling erected thereon. The Board of Directors has the sole discretion to determine whether such satellite dish meets the requirements of this section. The Board of Directors shall also have the sole discretion to grant variances from the requirements of this Section. Except as provided in the preceding sentence, no satellite dishes shall be permitted on any Lot. No exterior fires whatsoever, except barbecue fires contained within proper receptacles therefore or other fires specifically permitted in writing by the Board shall be permitted.

ARTICLE IV

ASSOCIATION: POWERS & DUTIES

Section 1. Purposes. General Powers and Duties of the Association. The Association shall be formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the Owners and to perform the duties assigned to it by this Declaration. The Association shall have no power or duty to do or perform any act or thing other than those acts and things that will promote in some way the common good and general welfare of the Owners. To the extent necessary to carry out such purposes, the Association (i) shall have all of the powers of a corporation organized under the Georgia Non-Profit Corporation Code, and (ii) 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. The Association shall further have the power to act in any way incident to the accomplishment of any duty it may have herein. The Association shall not be liable for injury to person or property, whether occurring on the Common Area or not, caused by the conduct of any Lot Owner or such Lot Owner's family, tenant, invitee, or licensee.

Section 2. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall not be liable for injury to person or property caused by the elements or by a leak or flow of water from any utility conduit or rain, snow, or ice, whether or not any such flow or leak originates from the Common Area. The Association shall not be liable for loss or damage to any property, by theft or otherwise, which is placed or stored anywhere on the Common Area. The Association shall have the right to establish and collect reasonable admission and other fees for the use of the recreational portions of the Common Area. The Association shall have the right to establish procedures to allow the use of the recreational portions of the Common Area by

persons who are not Owners of Lots within the Property, and the Association shall have the right to collect fees established by the Association for that use by such non-Owners. Nothing in this Section shall preclude the Association from delegating certain ministerial duties to third parties if its Board of Directors decides, in its sole discretion to do so.

Section 3. Lots. Each Owner of each Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located thereon, including landscaping, in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, down spouts, building surfaces, trees, trimming shrubs, cutting and mowing grass, walks and other exterior improvements. Should any Owner of any Lot fail to maintain his Lot or the improvements thereon as set forth herein, the Architectural Control Committee, its agents and representatives, may in its sole discretion, after thirty (30) days written notice to the Owner of such Lot, enter upon such Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Architectural Control Committee, its agents and representatives, may, in the exercise of its sole discretion, deem necessary or advisable to maintain such Lot in conformity with these Covenants and such other standards as may be promulgated by the Architectural Control Committee. Such Owner shall be personally liable to the Association for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such Owner and Lot is subject. Although notice given as provided herein shall be sufficient to give the Architectural Control Committee, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall only be between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions herein shall not be construed to create an independent obligation on the part of the Association or the Architectural Control Committee to mow, clear, cut or prune any Lot; to provide garbage or trash removal service, or to perform any exterior maintenance on any Lot. The Association shall have an easement of access to each Lot as described in Article II, Section 3 to effectuate the purposes of this section subject to the limitations stated herein.

Section 4. Property Management Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.

Section 5. Rules, Regulations and Fines. The Association may make reasonable Rules and Regulations governing the use of the Lots and of the Common Area, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Such Rules and Regulations shall be published from time to time and shall be available free of charge to any Owner. The Association may impose such reasonable fines (not in excess of \$50 per day per violation) for violation of the Rules and Regulations as are determined by the Board of Directors of the Association. Any such fine may be collected as a charge for enforcement of the covenants as provided in this

Declaration. Further, the Association may suspend, temporarily, voting rights, the right of use of the Common Area (except that an Owner's ingress and egress from the Owner's Lot may not be impaired), and services paid for as a common expense to enforce compliance. Every Owner shall have the right to notice and opportunity to be heard by the Board prior to the imposition of any fine pursuant to the powers set forth herein. No fine may be imposed upon the Owner of any Lot or become a lien upon any Lot without the affirmative vote of two thirds (2/3) of a quorum of the members of the Board of Directors at either its regular meeting or any special meeting called for such purpose.

Section 6. Failure to Maintain Lot. In the event an owner of any Lot in the Property shall fail to maintain such Owner's Lot in the manner required by this Declaration or in accordance with such rules and regulations enacted by the Association, then the Association, after approval by a two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to perform any maintenance, restoration, or repairs necessary to meet the standards and requirements imposed by this Declaration. The cost of such repair, maintenance, or restoration shall be added to and become a part of the charge to which such Lot is subject.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right, privilege, or duty created herein or reasonably necessary to effectuate any such right, privilege, or duty.

Section 8. Limitation of Powers. Notwithstanding anything in this Declaration to the contrary, the Association shall not have the power to convey any interest in the Common Area whether by deed, easement (other than general utility easements not materially affecting the use of the Common Area or any Lot), license, mortgage, deed to secure debt, lease or otherwise, except for such limited purposes as may, be set out elsewhere in this Declaration, without the advance written consent of two-thirds (2/3) of all Owners and the advance written consent of two-thirds (2/3) of all First Mortgagees of the individual Lots.

Section 9. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers, and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

ARTICLE V

ASSOCIATION MEMBERSHIP & VOTING RIGHTS

Section 1. Membership.

(A) Every Owner of a Lot that is subject to this Declaration of Covenants, Conditions, Easements and Restrictions shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of each and every Lot subject to these covenants and shall pass automatically to an Owner's successor in fee simple title to the Lot and due to the interest acquired by each Lot Owner in the Property pursuant to these Declarations, and membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights of voting may, if required by a Mortgagee, be assigned by an Owner to such Mortgagee for security for a loan secured by the Lot. Each Lot shall be entitled to only one vote for the Owner or owners thereof. If more than one person holds an interest in any Lot, then the vote for such Lot shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to each Lot. If the co-Owners of any Lot cannot agree as to how a vote on a particular issue is to be cast, then no vote for such Lot shall be counted; there can be no fractional votes cast. Notwithstanding the foregoing, a co-Owner of a Lot who purports to cast a vote for such Lot shall be conclusively deemed to be casting such vote on behalf of and with the approval of all other co-Owners of such Lot unless another co-Owner objects before the Secretary of the Association accepts the final vote count.

(B) The Association may designate more than one class of membership by amending the By-Laws of the Association by a two-thirds majority vote of a quorum of the Owners then present at any meeting of the Association called for such purpose. Each such class of, membership may have such rights, duties, restrictions and obligations as may be approved by the, members of the Association not inconsistent with these Covenants, however, no person who has less than a fee simple interest in a Lot may vote as a Member of the Association. In addition, only those Owners who are residents homeowners of single family dwellings of the subdivision subject to these Declarations shall be entitled to vote at meetings of the Association and or to hold office as either a director, committee chair or officer of the Association.

Section 2. Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control.

ARTICLE VI

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot subject to this Declaration shall pay the following sums to the Association: (i) annual assessments or charges; (ii) special assessments against all of the Lots for the purposes hereinafter described, such assessments to be established and collected as hereinafter provided; and (iii) special assessments or charges against any particular Lot or Lots which are authorized and established pursuant to the terms of this Declaration. All such assessments, together with interest, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to said Owner's successors in title to such Lot unless expressly assumed by them or unless a notice of lien had been filed prior to the date of transfer, but the lien against such Lot shall not be extinguished by any transfer of title, Every Owner of a Lot, by acceptance of a deed therefore, is, deemed to covenant and agree to pay assessments as set forth in this Section 1, whether or not such covenant and agreement be expressed in such deed.

Section 2. Purpose and Categories of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, to pay the cost of the improvement and maintenance of the Common Area and, to the extent of the Association's liability therefore, of the Lots situated upon the Property, including management fees to others, to make such repairs as the Association may deem necessary, to pay ad valorem taxes, to pay gas, electric and water charges assessed against the Common Area and to pay insurance premiums as contemplated by Article VIII hereof, and for such other related purposes as the Board may determine.

Section 3. Annual Assessment. The annual assessments to be levied by the Association shall be determined as follows:

(a) The initial annual assessments shall be established by the Board of Directors subsequent to the recording of this Declaration.

(b) Within thirty (30) days prior to the date of each annual meeting of the Association, the Board shall cause to be prepared a budget for the maintenance and operation of the Property for the succeeding fiscal year. The budget shall include compensation of any entity that is employed by the Board to perform the duties imposed upon the Association hereunder. Such budget shall be based upon reasonable, good faith estimates of the actual expenses of the Association for such year and shall include reasonable reserves for periodic maintenance, repair, and replacement, which is the

Association's responsibility. Based on this budget, 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. Unless the Board shall otherwise determine, the annual assessments shall be payable in one annual installments which shall be due on the first day of the first quarter of the new fiscal year. The Association shall, upon request, and for a reasonable charge to be determined within the sound discretion of the Board of Directors, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The Board of Directors may not increase the annual assessment without the approval of a simple majority of the Lot Owners present at a meeting of the Association called for such purpose.

(c) If the annual budget established hereunder proves inadequate for such fiscal year, then the Board may, at any time within said fiscal year, levy a special assessment for the purpose of meeting the expenses of the Association.

(d) If the budget established hereunder for any fiscal year results in a surplus for such year, then the Board may credit such surplus to a reserve fund for maintenance and improvement of the Property or make such other disposition of such surplus, as the Board deems consistent with the obligations imposed on the Association hereunder. The Board shall take into consideration the existence and amount of such reserve fund when establishing the amount of assessments for succeeding fiscal years.

Section 4. Special Assessments Against Specific Lots. Any expenses incurred by the Association which are occasioned by the conduct of a Lot Owner, his family, tenants, invitees or licensees, including reasonable attorneys' fees actually incurred in enforcing this Declaration, shall be specially assessed against such Lot; provided, however, that no such assessment may be made against any Lot after such Lot Owner has conveyed the Lot to a bona fide purchaser or after such Lot has been transferred in a manner which would, under Section 10 hereof, extinguish the lien for any outstanding assessments. Any expenses incurred by the Association benefiting fewer than all of the Lots or significantly disproportionately benefiting the Lots shall be assessed equitably among the Lots so benefited; provided, however, that no such special or disproportionate allocation may be made by the Association for common expenses intended to be covered by any established reserve fund for periodic maintenance, repair and replacement of common elements for the primary reason that such maintenance repair or replacement of the common elements of one building or Lot is required at a different time from similar work on common elements of any other building or Lot on the Property. The special assessments provided for in this section shall be levied by the Board of Directors, and the amount and due date(s) of such special assessments so levied shall be as specified by the Board. Every Owner shall have the right to notice and opportunity to be heard by the Board prior to the imposition of any special assessment pursuant to the powers set forth herein. No special assessment may be imposed upon the Owner of any Lot or become a lien upon any Lot without the affirmative vote of two thirds (2/3) of a quorum of the members of the Board of Directors at either its regular meeting or any special meeting called for such purpose.

Section 5. 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 in excess of two hundred dollars (\$200) per lot in any fiscal year shall have the assent of two-thirds (2/3) of the votes of voting members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such special assessment payable in installments.

Section 6. Association Approval of Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At any such meeting called, the presence of members, either in person or by proxy, entitled to cast more than fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. Payment of Annual Assessments. Except as otherwise provided in this Article, both annual and special assessments shall be equally assessed against all Lots and common profits shall be allocated equally among all Lots. Notwithstanding the foregoing, this requirement of equal assessment shall not prevent disproportionate assessments against one or more of the Lots pursuant to specific provisions of this Declaration. Common profits shall be allocated in the same manner as assessments. Except as hereinafter set forth, the assessments provided for herein shall commence as to all Lots within the Development and subject to this Declaration on the date thirty (30) days after notice is sent by the Association to the Owner of each lot at the Lot address or such other address as furnished by the Owner to the Association; such notice may be addressed to "Owner" at the Lot address unless the Owner has provided to the Association a written notice of the name of the Owner. Failure of proper notice to any Owner shall not postpone the commencement of assessments for any other owner. The first annual budget shall be adjusted according to the number of months then remaining in the fiscal year.

Section 8. Lien for Assessments. All sums assessed to any Lot pursuant to this Article together with late charges and interest as provided herein shall be secured by a lien on such Lot in favor of the Association. To the extent permitted by law, such lien shall be superior to all other liens and encumbrances on such Lot, except only for:

(a) Liens of ad valorem taxes;

(b) The lien for all sums unpaid on any first mortgage covering the Lot; and

(c) The lien of any secondary purchase money mortgage, duly recorded in the public records of Cobb County, Georgia, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to any lien for assessments against such Lot which are less than thirty days delinquent or for which a notice of lien has been recorded prior to such person's acquisition of such lien or encumbrance, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens or encumbrances. The Association shall evidence a lien for sums assessed pursuant to this Article by preparing a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot. An appropriate officer of the Association shall sign such a notice or an attorney retained by the Association and shall be recorded in the public records of Cobb County, Georgia. No notice of lien shall be recorded until there is a delinquency in payment of the assessment of at least thirty days. Such lien may be enforced by appropriate proceedings in the Superior Court of Cobb County or by any other procedure permitted by applicable law. Any delinquent Owner shall be required to pay the costs and expenses of filing the notice of lien, the costs of any legal proceedings commenced to enforce or collect the amount of the lien, and all reasonable attorneys fees actually incurred. All such costs and expenses shall also be secured by a lien against such Lot, which shall be enforceable against such Lot without the necessity for filing any further notice of lien. The Owner shall also be required to pay to the Association any assessments against the Lot that shall become due during the collection proceedings. The Association shall have the right and power to bid at any foreclosure or judicial sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the public records of Cobb County, Georgia, upon payment of all sums secured by a lien, which has been made the subject of a recorded notice of lien.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or portion thereof not paid when due shall be delinquent. Any assessment or portion thereof which remains delinquent for more than ten (10) days shall bear a late charge in an amount as determined by the Board but not in excess of the greater of \$25.00 or ten percent (10%) of the amount past due. In addition, any assessment not paid within thirty (30) days after the due date may, at the Board's option; bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose or otherwise enforce the lien against the Lot in any manner permitted by law. 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. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same. Upon default in the payment of any one or more installments of any assessment, the Board of Directors may accelerate the remaining installment payments and declare the entire balance of said assessment then due and payable in full.

Section 10. Extinguishment of Lien. Except as hereinafter provided, sale or transfer of a Lot shall not affect the lien for unpaid assessments. The enforcement of any lien which is superior to the lien for assessments, as provided in Section 8 hereof, whether by sale under power or judicial sale or foreclosure, or the enforcement of any first mortgage or secondary purchase money mortgage by transfer in lieu of foreclosure, shall extinguish the lien for any special assessments and any installments of annual assessments which are inferior to such lien and which fell due prior to the date of such sale under power, foreclosure, or transfer.

ARTICLE VII

ARCHITECTURAL CONTROLS

Section 1. Approval Procedure. No buildings or improvements, exterior additions or alterations to any building or improvement on the Property, additional awnings, additional fences, additional outbuildings or other structures, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Architectural Control Committee maintained by the Developer under the prior recorded covenants in connection with the initial construction of the buildings on the "Property, or as subsequently approved by the Architectural Control Committee until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings located on the Property by the Architectural Control Committee or by a representative or representatives designated by the Committee. The Committee may make no alterations in approved plans or specifications without further approval. No road or driveway shall be constructed or altered on any Lot without prior written approval of the Architectural Control Committee. No additional paving of any kind shall be permitted without prior written approval of the Architectural Control Committee.

In the event the Architectural Control Committee or its designated representatives should fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will be deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, or if an Owner proceeds contrary to any approvals given by the Architectural Control Committee, suit to enjoin or remove such additions, alterations or changes may be instituted at any time by the Association or by any Lot Owner, and all costs thereof, including reasonable attorney's fees, shall be the responsibility of the Lot Owner in violation of this Article. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board of Directors to assist the Architectural Control Committee. The costs of such permitted compensation shall be the responsibility of the Lot Owner making the application, the amount shall be payable upon demand, and payment shall be a condition precedent to any approval of submitted plans. The Architectural Control Committee may publish such procedures and or design standards from time to time to govern the approval process and to implement the restrictions contained in these Declarations.

Section 2. Architectural Control Committee. The Architectural Control Committee shall constitute a unified committee for all units or phases of Hedgerow, and shall constitute a standing committee of the Association. The Committee shall consist of the Board of Directors unless the Board delegates to other Lot owners the authority to serve on the Committee. The Board may delegate such authority to individual Lot owners by resolution, or the Board may call for a special election by the Association to select the Lot owners to whom the authority shall be delegated. The Architectural Control Committee shall have a Chairperson who must be a Lot Owner. At all times, however, the Chairperson of the Committee shall be a member of the Board of Directors. The Chairperson of the Architectural Control Committee shall be an officer of the Association and shall be elected in accordance with the procedures established by the Articles of Incorporation or Bylaws of the Association for the election of officers.

Section 3. Landscaping. All landscaping shall conform to the following standards:

The Committee may publish rules relating to alterations by a Lot Owner of the existing landscaping of the portion of any Lot visible from any public or Association maintained road; in the absence of published rules relating to such alterations, all changes from the existing landscaping of the portion of any Lot visible from any public or Association maintained road which do not otherwise comply with the requirements of these Declarations must be approved by the Committee as provided in this Article.

Section 4. Limitation of Liability. Review and approval of any application pursuant to this Paragraph is made on the basis of aesthetic considerations only and neither the Board of Directors nor the Architectural Control Committee shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, the Architectural Control Committee, or member of any of the foregoing shall be held liable for any injury,

damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In addition, no approval by the Association, its Board of Directors, or the Architectural Control Committee shall be deemed to be a warranty that the work performed pursuant to an approved application is fit for any particular purpose. Any approval of any application submitted pursuant to this Article shall be within the sound discretion of the Architectural Control Committee in accordance with any procedures it may promulgate in conformance herewith.

Section 5. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and the Architectural Control Committee will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board of Directors or the Architectural Control Committee of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or the Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

ARTICLE VIII

INSURANCE

Section 1. Scope of Insurance. The Board of Directors of the Association or its duly authorized agent shall obtain and maintain fire and extended coverage insurance for all insurable improvements located in the Common Area in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction from any insured peril. Unless a higher amount is approved by a majority of the Association membership at a special meeting duly called for such purpose, the deductible amount on such policy shall not exceed \$1,000 per occurrence or, if such a deductible is unavailable, the lowest available deductible amount in excess of \$1,000 per occurrence. The Board of Directors shall also obtain such public liability and property damage insurance in such amounts and in such forms as shall be determined by the Board of Directors of the Association, but not in amounts less than a combined single limit of \$1,000,000 covering the Association, all agents and employees of the Association, all Lot Owners and other persons entitled to occupy any Lot or other portion of the Properties, and, to the extent obtainable, the Board of Directors and officers of the Association. The Board of Directors shall obtain and maintain such worker's compensation insurance as may be required by law and such other insurance as the Board may from time to time deem appropriate. Premiums for all such insurance shall be an expense of the Association payable from the operating funds of the Association. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association. The provisions contained in the Bylaws of the Association shall govern such insurance.

Section 2. Mortgagees. In the event of substantial damage to or destruction of any part of the Common Areas, the holder of any first mortgage or secondary purchase money mortgagee on the Common Area shall be entitled to timely written notice of any such damage or destruction, and no provision of this Declaration or of any document governing the Property or the Association shall entitle the Lot Owner or any other party to priority over such holder with respect to the distribution of any insurance proceeds with respect to such Common Area. Failure of the Association to notify either the Holder of a first mortgage or secondary purchase money mortgagee of such damage or destruction shall not make the Association liable to such mortgage holder for any damage incurred by the Mortgagee as a result.

Section 3. Other Insurance. Each Lot Owner shall obtain insurance for fire and extended coverage covering improvements on the Lot at the Owners own expense. Each Lot Owner shall furnish the Association with a copy of each such policy within ten (10) days of the Association's written request for such proof of coverage. Insofar as may be permitted by law, each such policy acquired by a Lot Owner shall contain a waiver of subrogation as to any claims against the Association and of any defense based on co-insurance. No Lot Owner shall be entitled to exercise his right to maintain insurance coverage in such a manner as to diminish or affect any recovery or payment which may be realized under any insurance policy carried by the Association.

Section 4. Fidelity Bond. The Association shall obtain, maintain and pay, as a common expense, the premiums on a blanket fidelity bond for all officers, directors and employees of the Association and all other persons handling or responsible for funds of or administered by the Association in amounts and on such terms as may be specified from time to time by the Federal National Mortgage Association ("FNMA") for projects of the type and size of Hedgerow which are eligible for FNMA loans on the individual Lots. The amount of the fidelity bond coverage shall be determined in the coverage reasonably available and the financial controls imposed by the Association in handling and maintaining its funds.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Amendment. The covenants and restrictions of this Declaration shall run with the land and, except as otherwise provided in this Declaration, may be amended at any time upon approval of at least two-thirds (2/3) of the owners, and, if such amendment materially affects the rights of mortgage holders, upon approval of two-thirds (2/3) of the first mortgagees of the individual Lots based upon one vote for each first mortgage owned. Approval of any amendment by a mortgagee shall be deemed implied and consent shall be deemed given if the mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the mortgagee receives notice of the proposed amendment sent by certified mail, return receipt requested. Any such amendment shall be executed by the required two-thirds (2/3) majority of the owners or by the Association when

accompanied by a sworn statement of the President, the Vice President, or the Secretary of the Association that all of the foregoing requirements were met. Any Amendment after execution as provided above shall become effective upon the date it is filed for record in the Superior Court Clerk's office of Cobb County, Georgia and shall be legal notice thereof in accordance with the laws of the State of Georgia and shall bind the heirs, successors and assigns of all Owners of Lots in Hedgerow conveyed after the filing date.

Section 2. Enforcement. The Association and any Owner shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter 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. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the cost incurred in the discretion of the Board of Directors of the Association. Any costs (including reasonable attorneys fees) incurred or reimbursed by the Association in connection with an enforcement action may be specially assessed pursuant to Article VI, Section 4 of this Declaration.

Section 3. Mortgagee Protection. Upon request of the first mortgagee of any Lot, the Board of Directors shall cause to be executed an agreement on behalf of the Association that the first mortgagees on any Lots may, jointly or singly, pay taxes or other expenses which are in default and which may be a lien or charge against the Common Area, and that such mortgagees may pay any overdue insurance premiums or secure a new insurance policy upon the lapse of an existing policy maintained by the Association. Any mortgagee paying any such expense shall be entitled to immediate reimbursement from the Association. No provision of this Declaration or the Association Bylaws shall give nor be deemed to give any Lot Owner, or any other party, priority over the rights of the first mortgagee of a Lot in the case of a distribution to any Lot Owner of insurance proceeds or condemnation awards for losses to or the taking of the Common Area or such Owner's Lot or any part thereof. In addition to the rights otherwise provided, the holder, insurer or guarantor of any first mortgage or any secondary mortgage held by an institutional lender shall be entitled, upon written request to the Association, to timely written notice of: (a) any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage; (b) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Lot securing its mortgage; (c) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of mortgage holders. For purposes of this section, "institutional lender" shall mean any bank, savings and loan association, credit union, insurance company, FHA or VA approved mortgage lender, pension fund, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, mortgage banker, or other lender generally recognized in the community as an institutional lender.

Section 4. Duration. Any easements created hereby shall be perpetual and shall pass with title to the Property. Except for such easements, the term of this Declaration shall be the longer of the maximum term permitted by Georgia law or twenty (20) years from the date on which the Declaration is filed for record in the Office of the Clerk of the Superior Court of Cobb County, Georgia, unless

sooner terminated, and shall remain in effect and shall inure to the benefit of and be enforceable by any Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns. If perpetual duration is not permitted by Georgia law applicable to the Declaration, upon the expiration of said twenty (20) year term, this Declaration shall be automatically extended, as permitted by the laws of the State of Georgia, for successive renewal periods of ten (10) years each, unless terminated or amended as provided herein. This Declaration may be terminated, renewed or extended, in whole or in part, if any agreement for termination, renewal or extension is signed by all Owners and first mortgage holders and filed for record in the office aforesaid.

Section 5. Severability. Invalidation of any one of these covenants or restrictions or any other provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6. Conflicts with Prior Covenants. It is the intent of the undersigned majority of the Owners of Lots of Hedgerow to amend the covenants which previously restricted Units I, II-A, II-B, III-A, III-B, IV, V and VI of Hedgerow. Those previously existing covenants shall remain in full force and effect except where the provisions of those covenants conflict with this Declaration of Covenants, Conditions, Easements and Restrictions for Hedgerow in which case these covenants control. It is further the intention of the Owners of Lots of Hedgerow in which case these Covenants shall nevertheless convey title subject to these covenants by virtue of the provisions of those prior recorded covenants allowing for amendment thereof.

Section 7. Effective Date: These Covenants shall become effective with regard to individual Lots upon the earlier of the express subordination of such Lot to these Declarations by the then Owner of such Lot or upon the conveyance of such Lot after the filing date of these Declarations.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed under seal the date first written. Signed, sealed and delivered by the Directors of the Hedgerow Homeowners Association, Inc., the _____ day of September, 2001, in the presence of:

HEDGEROW HOMEOWNERS ASSOCIATION, INC.

Unofficial Witness

President

Sworn and Subscribed before me this _____ day of _____ 2001.

NOTARY PUBLIC

[Corporate Seal]

Exhibit A

1. Plat for Hedgerow Unit I, Revision No. 4 prepared by Rodenberger & Associates, Inc., recorded in Plat Book 128, Page 22 on August 17, 1999 in the Superior Court Clerk's Office of Cobb County, Georgia (Originally filed on July 31, 1981 at Plat Book 78, Page 122).

2. Plat for Hedgerow Unit II-A, Revision No. 2 prepared by Rodenberger & Associates, Inc., recorded in Plat Book 82, Page 61 on March 22, 1983 in the Superior Court Clerk's Office of Cobb County, Georgia (Originally filed at Plat Book 80, Page 120).

3. Plat for Hedgerow Unit II-B, Revision No. 1 prepared by Rodenberger & Associates, Inc., recorded in Plat Book 82, Page 45 on March 14, 1983 in the Superior Court Clerk's Office of Cobb County, Georgia (Originally filed at Plat Book 81, Page 36 on October 14, 1982).

4. Plat for Hedgerow Unit IIIA, Final Plat Revision No. 1 prepared by Rodenberger & Associates, Inc., recorded in Plat Book 88, Page 43 on December 7, 1983 in the Superior Court Clerk's Office of Cobb County, Georgia (Originally filed at Plat Book 84, Page 66).

5. Plat for Hedgerow Unit III-B, prepared by Rodenberger & Associates, Inc., recorded in Plat Book 86, Page 63 on September 20, 1983 in the Superior Court Clerk's Office of Cobb County, Georgia.

6. Plat for Hedgerow Unit IV, Revision No. 1 prepared by Rodenberger & Associates, Inc., recorded in Plat Book 103, Page 65 on September 16, 1985 in the Superior Court Clerk's Office of Cobb County, Georgia (Originally filed at Plat Book 98, Page 84 on September 16, 1985).

7. Plat for Hedgerow Unit V, Revision No. 2 prepared by Rodenberger & Associates, Inc., recorded in Plat Book 108, Page 71 on June 10, 1986 in the Superior Court Clerk's Office of Cobb County, Georgia (Originally filed at Plat Book 99, Page 4 on February 11, 1985).

8. Plat for Hedgerow Unit VI, Final Plat prepared by Rodenberger & Associates, Inc., recorded in Plat Book 87, Page 84 on January 15, 1985 in the Superior Court Clerk's Office of Cobb County, Georgia (Originally filed at Plat Book 88, Page 64 on December 16, 1983).

INDEXING NOTE:

Index in Grantor Index under

Co-owner(s) Name(s)

Cross-Reference to Owner’s Deed: Deed Book _____ Page _____

Cross-Reference to Declaration: Deed Book _____ Page _____

State of Georgia

County of Cobb

OWNER CONSENT TO THE RESTATEMENT AND AMENDMENT OF THOSE
DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HEDGEROW UNITS I, II-A, II-B, III-A, III-B, IV, V AND VI

OWNER SUBMISSION TO MANDATORY MEMBERSHIP IN HEDGEROW HOWEOWNERS
ASSOCIATION, INC.

THIS CONSENT is made and entered into on this _____ day of _____, 2004

WITNESSETH:

WHEREAS, Cotton States Properties, Ltd., a Georgia corporation, recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Hedgerow, Unit I on September 21, 1981, in Deed Book 2391, Page 445, Cobb County, Georgia Records; Unit II-A on May 21 1982, in Deed Book 2522, Pages 409, et seq., Cobb County, Georgia Records; Unit II-B on October 14, 1982, in Deed Book 2606, Pages 93, et seq., Cobb County, Georgia Records; Unit III-A on June 27. 1983, in Deed Book 2792, Page 33, Cobb County, Georgia Records; Unit III-B on September 20, 1983, in Deed Book 2886, Page 391, Cobb County, Georgia Records; Unit IV on February 7, 1985, in Deed Book 3396, Page 439, Cobb County, Georgia Records; Unit V on February 11, [985, in Deed Book 3400,Page

211" Cobb County, Georgia Records; and Unit VI on December 16, 1983, in Deed Book 2969, Page 147, Cobb County, Georgia Records (the "Declarations"); and

WHEREAS, the undersigned Owner(s) (hereinafter referred to as "Owner") is (are) the record owner(s) and holder(s) of title in fee simple to a portion of the property submitted to the Declaration (hereinafter "Owners Property") more particularly described on Exhibit A attached hereto; and

WHEREAS, Owner desires to vote in approval on the adoption of the Restatement and Amendment of Those Declarations of Covenants, Conditions, Restrictions And Easements For Hedgerow Units I, IIA, IIB, III-A, III-B, IV, V and VI; and

NOW, THEREFORE, by executing below, Owner does hereby consent to the Restatement and Amendment of Those Declarations of Covenants, Conditions, Restrictions And Easements For Hedgerow Units I, II-A, II-B, III-A, III-B, IV, V and VI; and

NOW FURTHER, THEREFORE, if Owner does initial where noted below, Owner does hereby consent, on behalf of Owner, Owner's successors, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, Covenants, and restrictions contained in the Restatement and Amendment of Those Declarations of Covenants, Conditions, Restrictions and Easements for Hedgerow Units I, II-A, II-B, III-A, III-B, IV, V and VI, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to, Those Declarations of Covenants, Conditions, Restrictions and Easements for Hedgerow Units I, II-A, II-B, III-A, III-B, IV, V and VI, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with Article VI of the Declaration.

Initial Here for Mandatory Membership:

_____ : Owner Initial for Submission to Mandatory Membership - owner's submission is contingent on the Association receiving executed Consent Forms submitting at least 50% of the lots in Hedgerow Units I, II-A, II-B, III-A, III-B, IV, V and VI to Restatement and Amendment of Those Declarations of Covenants, Conditions, Restrictions And Easements For Hedgerow Units I, II-A, II-B, III-A, III-B, IV, V and VI.

Owners initials above constitute Owner's submission of Owner's lot to Mandatory Membership in the Hedgerow Homeowners Association, Inc., subject to the terms hereof Owner's signature below constitutes Owner's consent to the Restatement and Amendment of Those Declarations of Covenants, Conditions, Restrictions And Easements For Hedgerow Units I, II-A, II-B, III-A, III-B, IV, V and VI

IN WITNESS WHEREOF, Owner does hereby execute this Consent under seal on the day and year first above written.

OWNER (S): _____

(Print Names)

Signature (SEAL)

(Print Names)

Signature (SEAL)

Sworn and subscribed before me this

Official Witness

_____ Day of _____, 2004