



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

Declaration of Covenants, Conditions, and Restrictions
for Maple Ridge Golf Community
Summary of Amendments

<u>Deed Book</u>	<u>Page</u>	<u>Subject</u>	<u>Comments</u>
3847	30	Original Covenants	Original Covenants included Sections A,B & C1
3893	188	Added Section H	The Fairways - N. Stadium Dr.
3939	77	Added Sect. H Berm	Area Behind Stadium
4074	82	Added Sect. CII	Champions Way toward Schomburg
4455	214	Added Sect. CIII	Champions Way to left of Eagle's Landing
4793	82	Adds definition of word "unit"	Provides for condo development in MR
4852	136	Added Sect. D,E,F & CIV	Innisbrook, Turnberry, Champions Way
4852	137	D,E,F & CIV setbacks & SF	Setbacks & minimum square feet omitted from 4852/136
4903	63	Amended & Restated Covenants	Incorporates all previous amendments & Villas
5049	177	Added Sect. EII & FII	Extension of Turnberry & Innisbrook Ct.
5247	12	Correction	Article IV, Section 10, Declarant Assessments was omitted
5250	175	Added CV & CVI	Winged Foot Way extension
5268	1	Correction	Corrects DB/PG references 4903/64
5309	28	Design Guidelines - Fencing	Shrubbery in lieu of fencing - maximum height of 4'
5401	319	Added Sect. EIII	Extension of Turnberry Lane
5529	291	Added J1, Fext. & Dext.	Ballantyne phase I plus two lots along Turnberry Lane
5580	79	Added Sect. CVII	Cul de sac at end of Winged Foot Way
5697	67	Design Guidelines - Windows	Specification for thermal window film
5697	69	Added Sect. K1	Adelaide Dr. & Timarron Loop
5732	199	Added the Masters	Masters Lane
5732	202	Added Sect. CVIII	Carnoustie Lane extension
5744	239	Added Manors Ph. 1	First 9 units
5907	130	Added Sect. L1	Pellican Hill
5951	176	Design Guidelines - Fencing	Split rail only in Ballantyne
5977	150	Correction	Masters minimum square footage change
5983	255	Added Sect. J2	Ballantyne phase II
5998	152	Correction	Folio 65 should've been folio 63 on 5732/202
6075	6	Added Sect. CIX	Carnoustie Lane to Hancock Rd.
6087	269	Added Wedgewood Condos	8 units
6271	344	Added Manors Ph. 2	2nd 9 units for a total of 18 units
6406	45	Added Sect. K2 & K4	Adelaide Dr. & Bent Pine Ct.
6522	196	Added Sect. K3	Adelaide Dr. across from Big Rock Park
6676	54	Added Sect. J3	Ballantyne phase III

Records Management County
 Clarke Office, Superior Court
 of said County
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 MAR 16 1998
 at 11:03 and recorded in
 Deed Book 4903 Page 63
 MAR 17 1998 13
 M. LINDA WOOD, Clerk
 S.C.M.C. GA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MAPLE RIDGE GOLF COMMUNITY

- BK 5049 PG 177 added EII + FII
- BK 5250 PG 175 added CII + CIII
- BK 5401 PG 319 added EIII
- BK 5529 PG 281 added JI, Fest + Dist.
- BK 5580 PG 79 added CVII
- BK 5697 PG 69 added K1
- BK 5732 PG 199 added Manors
- BK 5732 PG 202 added CVIII
- BK 5744 PG 231 added Manors Ph I
- BK 5907 PG 170 added L1
- BK 5983 PG 255 added J2
- BK ~~6075~~ PG ~~283~~ added CIX
- BK 6087 PG 209 added Westwood
- BK 6271 PG 344 added Manors B1 + B2

WEISSMAN, NOWACK, CURRY & WILCO, P.C.

Attorneys
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- BK 6406 PG 45 added K2 + K4
- BK 6522 PG 196 added K3
- BK 6670 PG 54 added J3

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Return to: Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, Fifteenth Floor
Atlanta, Georgia 30309

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 3847

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COUNTY OF MUSCOGEE

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE RIDGE GOLF COMMUNITY**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on August 11, 1993, in Deed Book 3847, Page 30, et seq., Muscogee County, Georgia Records ("Declaration"); and

WHEREAS, the Declaration has been previously amended by amendments recorded in the Muscogee County, Georgia records as follows:

<u>Recording Date</u>	<u>Deed Book/Page</u>
October 15, 1993	* 3893/188, <u>et seq.</u> ;
December 14, 1993	3939 3439 /177, <u>et seq.</u> ;
June 24, 1994	4074/ 72 , <u>et seq.</u> ; 032
April 30, 1996	* 4455/214, <u>et seq.</u> ;
October 10, 1997	4793/ 002 , <u>et seq.</u> ; 052
December 31, 1997	4852 4752/136, <u>et seq.</u> ; and
December 31, 1997	4852 4752 /137, <u>et seq.</u>

*connected
by BK 5268
PI*

WHEREAS, Article XI, Section 3 of the Declaration provides for amendment of the Declaration by the Declarant;

WHEREAS, the Declarant desires to amend and restate the Declaration and has approved this amendment.

WHEREAS, Article X of the Bylaws for Maple Ridge Golf Community Homeowners' Association, Inc. provides that the Bylaws may be altered, amended, or added to by a majority of the members at any meeting of the members, notice of the meeting which shall contain such proposed amendments; and

WHEREAS, a majority of the members present in person or by proxy at a duly called meeting have approved the amended and restated Bylaws;

NOW, THEREFORE, the Declaration is amended by deleting it in its entirety and substituting the following therefor:

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, ET SEQ.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO SUBMIT THE PROPERTY TO THE TERMS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

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- Table of Exhibits -

<u>Exhibit</u>	<u>Name</u>
"A"	Definitions
"B"	Property Submitted
"C"	Additional Property Which May Unilaterally Be Submitted by Declarant
"D"	Minimum Square Footage Requirements
"E"	Building Set-Back Requirements
"F"	Design Guidelines
"G"	Bylaws of Maple Ridge Golf Community Homeowners' Association, Inc.

Article I
Definitions

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in Exhibit "A", attached and made a part of this Declaration.

Article II
Property Subject To This Declaration

Section 1. Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions set forth in this Declaration is the real property described in Exhibit "B", attached and made a part of this Declaration.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is made subject to this Declaration. However, as provided in Article IX, by one or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration.

Article III
Association Membership and Voting Rights

Section 1. Membership. Every Person who is the record owner of a fee interest in any Unit that is subject to this Declaration shall automatically be a member in the Association. Membership shall not include Persons who hold a security interest only and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit. In the event of multiple Owners of a Unit, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall go along with and may not be separated from ownership of any Unit. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor more than one (1) office held for each Unit owned.

Section 2. Voting. Members shall be entitled to one (1) vote for each Unit owned. When more than one Person holds an ownership interest in any Unit, the vote for such Unit shall be cast as those Owners decide and instruct the Secretary prior to any meeting. If the Secretary is not instructed, the Unit's vote shall be suspended in the event more than one Owner of a Unit attempts to cast it.

Section 3. Neighborhoods. Every Unit shall be located within the Neighborhood indicated on the plats for the Community recorded or to be recorded in the Muscogee County, Georgia records. The Units within a particular Neighborhood may be subject to additional covenants as included in Supplementary Declarations. Each Neighborhood may elect a Neighborhood Committee, as described in Article V of the Bylaws, to represent the interests of Owners of Units in such Neighborhood.

Each Neighborhood may require that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood upon the affirmative vote, written consent, or a combination thereof of a Majority of Owners within the Neighborhood. In such event, the Association shall provide the requested services. The cost of such services shall be assessed against the Units within such Neighborhood as a Neighborhood Assessment pursuant to Article IV.

Article IV Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Units, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit, by acceptance of a deed to the Unit, whether or not stated in the deed, covenants and agrees to pay to the Association: (a) common assessments or charges; (b) special assessments; (c) Neighborhood Assessments; and (d) specific assessments. All assessments, together with late charges, interest (not to exceed the maximum legal rate), costs, and reasonable attorney's fees actually incurred, shall be (a) a charge on the land and a continuing lien upon the Unit against which each assessment is made from the time the sums become due and payable; and (b) the personal obligation of the Person who is the Owner of the Unit at the time the assessment becomes due. The grantee of each Owner shall be jointly and severally liable for the portion of an assessment as is due and payable at the time of transfer of the Unit. However, the liability of a grantee for the unpaid assessments of an Owner shall not apply to any first Mortgage holder taking title through foreclosure proceedings or by deed in lieu of foreclosure, provided, however, any first mortgage holder who takes title through foreclosure proceedings or by deed in lieu of foreclosure shall be liable for all assessments due after the date of foreclosure.

The Association shall, within five (5) days after receiving a written request and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association certifying the status of assessments on a Unit shall be binding upon the Association as of the date of issuance.

Assessments shall be levied equally on all Units either within the Community or within the Neighborhood, as applicable, and shall be paid in such manner and on such dates as are fixed by the Board of Directors. Upon ten (10) days' written notice, the Board may accelerate the annual assessment for delinquents. Unless the Board provides otherwise by resolution, assessments shall be paid annually.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board, at least thirty (30) days before the beginning of each fiscal year, to prepare a budget covering the estimated common expenses of the Association during the coming fiscal year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared.

The common assessment to be levied against each Unit for the coming year shall be set at a level which is reasonably expected to produce total revenue to the Association equal to the total budgeted common expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year. So long as the Declarant has the right unilaterally to annex additional property pursuant to Article IX, on an annual-basis, the Declarant may elect, but shall not be obligated, to reduce the assessment for any fiscal year by payment of a subsidy. However, any Declarant subsidy shall be disclosed as a line item in the income portion of the common expense budget. If the Declarant elects to pay a subsidy the amount of the subsidy shown on the budget shall be an estimate only and the Declarant shall be obligated to fund such subsidy only to the extent of any actual operating deficit. The payment of a subsidy in one year shall under no circumstances obligate the Declarant to continue payment of a subsidy in future years; provided, however, the Declarant shall be responsible for assessments to the extent required by Section 10 of this Article.

The Board shall deliver or mail a copy of the common expense budget and notice of the amount of the assessment for each Unit to each Owner at least twenty-one (21) days prior to the Association's annual meeting. The budget and assessment shall become effective unless disapproved at a meeting by a Majority of the total Association vote and the Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX); provided, however, if the common assessment against each Unit increases by more than ten (10%) percent above the immediately preceding year's assessment, such increase must be approved by a Majority of the eligible Members who are voting in person or by proxy at a duly called Association meeting and the Declarant so long as the Declarant has the right to unilaterally annex additional property pursuant to Article IX of this Declaration.

Notwithstanding the above, in the event the proposed budget is disapproved or the Board fails to prepare and distribute the budget for any year then until such a budget is prepared and distributed, the budget in effect for the immediately preceding year shall continue for the current year. However, the Board may prepare a new budget at any time during the year by delivering the proposed budget and assessment to the members at least twenty-one (21) days before the effective date of the new budget. If the revised budget increases the common assessment by ten (10%) percent or less, the Board shall not be obligated to call a meeting to consider the budget except on petition of the Owners as provided in the Bylaws. The petition must be presented to the Board within ten (10) days of delivery of the notice of assessments.

Section 4. Computation of Neighborhood Assessments. It shall be the duty of the Board, at least thirty (30) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated expenses benefitting the Owners of Units within each Neighborhood, if any, to be incurred by the Association for each Neighborhood on whose behalf neighborhood expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget to the extent that this Declaration, any Supplementary Declaration, or the Bylaws specifically authorize the Board to assess certain costs as a Neighborhood Assessment. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within

the Neighborhood, as appropriate. Neighborhood expenses shall be allocated equally among all Units within the Neighborhood and levied as a Neighborhood Assessment, except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefitted Units in proportion to the benefit received, if so directed by the Neighborhood in writing to the Board of Directors.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit in the Neighborhood for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least twenty-one (21) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a Majority of the Owners of Units in the Neighborhood to which the Neighborhood Assessment applies. However, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten (10%) percent of the Units in such Neighborhood. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 5. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special assessments may be levied against the entire membership, if the special assessment is for common expenses, or against the Units within a Neighborhood, if the special assessment is for the benefit of Owners of Units within a Neighborhood. Special assessments must be approved by Owners of Units which will be subject to the special assessment holding at least two-thirds (2/3) of the votes of such eligible members voting in person or by proxy at a duly called meeting or by ballot and the Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX). Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 6. Lien for Assessments. All assessments levied against any Unit, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall be secured by a lien on the Unit in favor of the Association from the time the sums become due and payable. The Association shall have the right, but not the obligation to evidence the existence of the lien by filing a notice of lien in the Muscogee County, Georgia, records. The lien shall be superior to all other liens and encumbrances on the Unit, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the Muscogee County, Georgia, records and all amounts advanced under the terms of and secured by the Mortgage.

All Persons acquiring liens or encumbrances on any Unit after this Declaration has been recorded, other than as provided above, shall be deemed to consent that their liens or

encumbrances shall be inferior to future liens for assessments, whether or not prior consent is specifically set forth in the instruments creating their liens or encumbrances.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments of assessment which are not paid when due shall be delinquent. Any assessment or installment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine, which shall not exceed ten dollars (\$10.00) or ten (10%) percent of the assessment payment whichever is greater. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. If the assessment is not paid when due, a lien shall attach and, in addition, the lien shall include the late charge, interest at a rate not to exceed the highest rate permitted by Georgia law, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. The existence of the lien may, but is not required to be, evidenced by the filing of a notice of lien in the Muscogee County, Georgia, records. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Unit at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Unit.

No Owner may waive or otherwise exempt himself or herself from liability for assessments, by abandoning the Unit or in any other manner. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and no reduction of any assessment shall be claimed or allowed by reason of (a) any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, (b) for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or (c) from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Section 8. Date of Commencement of Assessments. Assessments shall commence as to a Unit on the first day of the month following the conveyance of the Unit to a Person other than (a) the Declarant, or (b) a builder or developer who purchases the Unit for the purpose of construction of a residence and resale of the Unit and residence. Neither the Declarant nor a builder or developer who purchases a Unit for the purpose of construction of a residence and resale of the Unit and residence shall be responsible for the payment of any type of assessment; provided, however, assessments shall commence on Units containing occupied residences that are owned by Declarant or any builder or developer on the first day of the month following the occupancy of the residence located on the Unit. Assessments shall be due and payable in a manner and on the schedule that the Board of Directors provides. Units which have not been conveyed as provided

above shall not be subject to assessment; provided, however, Units which have not been consistent with the Community-Wide Standard and future to maintain the Unit shall subject the Owner to a specific assessment for the cost of such maintenance by the Association. The first annual common assessment and Neighborhood Assessment, if any, shall be adjusted according to the number of months then remaining in that fiscal year.

Section 9. Specific Assessments. The Board shall have the power to specifically assess specific Units pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to Article XIII, Section 1 and the costs of maintenance performed by the Association which the Owner is responsible for under Article V, Sections 1 and 2 shall be specific assessments. The Board may also specifically assess Units for the following Association expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association:

(a) Expenses of the Association which benefit less than all of the Units in a Neighborhood or in the Community may be specifically assessed equitably among all of the Units which are benefitted according to the benefit received.

(b) Expenses of the Association which benefit all Units, but which do not provide an equal benefit to all Units, may be assessed equitably among all Units according to the benefit received.

Section 10. Added by BK 5247 PL 12

Article V

Maintenance; Conveyance of Common Property to Association

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements located on the Common Property. The Association shall have the right, but not the obligation to make landscaping enhancements in the landscape easement areas shown on the plats. In addition, the Association shall maintain the entry features for the Community and shall maintain and pay the expenses for any water and electricity provided to the entry features. The Association shall also maintain any property outside of Units located within the Community which was originally maintained by Declarant. The maintenance responsibility for any Lake which may be part of the Common Property shall include, without limitation, inspecting and maintaining the dams and spillways and performing any necessary dredging or other necessary maintenance.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether located within or without the Community, where the Board has determined that such maintenance would benefit all Owners. This shall include the right of the Association to assume maintenance responsibility for amenities owned by the Declarant for the use and enjoyment of the Unit Owners and to assume maintenance responsibility

with respect to any Neighborhood, in addition to those that may be designated by this Declaration, by Supplementary Declaration. This assumption of responsibility may take place either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of such maintenance of a Neighborhood shall be assessed as a Neighborhood Assessment as provided in Article IV, Section 4.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not completely covered or paid for by insurance, then the Association may perform the maintenance, repair or replacement at the expense of the Owner, and all costs shall be added to and become a part of the assessment obligation of the Owner and shall become a lien against the Unit.

The Association shall perform all maintenance in a manner consistent with the Community-Wide Standard.

Section 2. Owner's Responsibility. Except as provided in Section 1 above and unless such maintenance responsibility is otherwise assumed or assigned to the Association or a Neighborhood pursuant to this Declaration or any Supplementary Declaration, all maintenance of the Unit and all structures, parking areas, landscaping, and other improvements on the Unit shall be the sole responsibility of the Owner, who shall maintain the Unit in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board of Directors determines that a Unit is not maintained in a manner consistent with the Community-Wide Standard and this Declaration, except in an emergency situation, the Board of Directors shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall state the maintenance, repairs, or replacement deemed necessary. The Owner shall have thirty (30) days after receipt of the notice to complete the maintenance, repair, or replacement. In the event that the maintenance, repair, or replacement is not capable of completion within a thirty (30) day period, the Owner shall begin the work and shall complete it within a reasonable time. If the Board determines that (i) an emergency exists, or (ii) that an Owner has not complied, the Association may provide the maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment obligation of the Owner and shall become a lien against the Unit.

Section 3. Neighborhood's Responsibility. Upon resolution of the Board of Directors, the Owners of Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring costs of certain portions of the area to be maintained by the Association under Section 1 of this Article which is within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

Any Neighborhood having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood fails to perform its maintenance responsibility as required herein and in any additional covenants, the Association may perform it and assess the costs against all Units within such Neighborhood as provided in Article IV, Section 4 of this Declaration.

Section 4. Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall, fence or driveway built as a part of the original construction on the Units which shall serve and or separate any two adjoining Units shall constitute a party wall, party fence, or party driveway, as applicable. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding the party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall, fence or driveway shall be shared equally by the Owners who make use of the wall, fence or driveway.

(c) Damage and Destruction. If a party wall, fence or driveway is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall, fence or driveway may restore it. If other Owners thereafter use the wall, fence or driveway, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party wall, fence, or driveway each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten days after written request by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators appointed shall appoint one (1) additional arbitrator. The decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Section 5. Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section. The Declarant reserves the right

to relocate any amenities for the use of the Unit Owners which has not been conveyed to the Association.

Article VI
Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and occupants of Units. These use restrictions may only be amended in the manner provided in Article XIII, Section 4, regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, adopt, modify, or delete rules and regulations applicable to the Community. These rules shall be distributed to all Owners prior to the date that they are to become effective and after distribution shall be binding upon all Owners and occupants of Units until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total eligible Association vote and the consent of Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX). Notwithstanding the above, until such time as one hundred (100%) percent of the Community has been developed and conveyed to purchasers in the normal course of development and sale no rules and regulations which affect the Declarant or Approved Builders may be adopted, modified, or deleted without the written consent of the affected Declarant, or Approved Builder. Any Supplementary Declaration imposed on the property within any Neighborhood may impose stricter standards than those contained in this Article.

Section 2. Dwelling, Quality and Size. The minimum heated floor area of each residential structure, exclusive of porches, garages, and storage areas shall be as shown on Exhibit "D". It is the intention of this section to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions, conditions and covenants are recorded. Builders and Owners should include sufficient storage space in the principal building to eliminate the need for outdoor storage sheds.

No structure except hereinafter provided shall be erected, altered, placed or permitted to remain on any Unit other than one attached or detached single family dwelling. A guest suite or like facility may be included as a part of the main dwelling, but such suite may not be rented or leased except as a part of the entire premises, including the main dwelling, and provided, however, that such guest suite would not result in overcrowding the site.

Dwellings may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of the construction, the owner of the lots shall require the contractor to maintain the Unit in a reasonably clean and uncluttered condition. No metal-clad asbestos or asphalt siding will be permitted as part of the building materials in either the main dwelling or accessory building.

Section 3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Unit at any time as a residence either temporarily or permanently. No house trailers or mobile homes are permitted. Notwithstanding anything to the contrary herein, Declarant, or any of its assigns, may use a Unit for

the operation of a sales or construction office as provided in Article XIII, Section 14 of this Declaration.

Section 4. Residential Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in the residence on a Unit may conduct such ancillary business activities within the residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve persons coming onto the Community who do not reside in the Community or door-to-door solicitation of residents of the Community; (c) the business activity conforms to all zoning requirements for the Community; (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (e) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity. Notwithstanding the above, the use of a Unit by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section.

Section 5. Signs. No sign of any kind shall be erected by an Owner or occupant of a Unit within the Community without the prior written consent of the Architectural Control Committee. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs, and one (1) professionally lettered "For Sale" or "For Rent" sign and one (1) professionally lettered security sign consistent with the Community-Wide Standard may be erected upon a Unit. This Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Unit as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage. No advertising, directional or vendor signs shall be permitted within the Community except as authorized by the Declarant under Article XIII, Section 14 of this Declaration.

Section 6. Vehicles. The term "vehicles," as used in this provision, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. Parking in yards is prohibited. The doors of garages shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working in or around the garage. No parking of trucks, trailers, boats and mobile homes shall be permitted on the streets, or on other portions of the Property except during construction, and thereafter, except for the delivery and pickup or remodeling and repair of buildings on the Property. Campers, motorcycles, motor bikes, motor homes, travel trailers, commercial vehicles and vehicles

with commercial writing on their exterior, panel or pickup trucks, boats and boat trailers not over twenty-five (25') feet in length may be kept on a Unit if parked in a closed garage at all times. Special exceptions to this restriction may be granted to an Owner provided written permission of the adjoining owners and the Architectural Control Committee is obtained and such campers, motorcycles, motorbikes, motor homes, travel trailers, commercial vehicles and vehicles with commercial writing on their exterior, panel or pickup trucks, boats and boat trailers are parked in the rear yard so they are not visible from the street or golf course. Golf carts must be kept in the garage or basement. All other vehicles must be parked within garages, driveways or other paved parking areas located on a Unit.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition so that it cannot operate on public streets. After the five (5) day period, the unlicensed or inoperable vehicle shall be considered a nuisance and may be removed from the Community. No boat, boat trailer, recreational vehicle, motor home, mobile home, towed vehicle, commercial vehicle, or vehicle with commercial writing on its exterior shall be temporarily kept or stored in the Community for any period in excess of five (5) days unless kept in a garage or other screened area approved by the Board; vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of these trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the Community. However, moving vans, service or delivery vehicles may be parked in the Community for such period of time as is reasonably necessary to provide each service.

No motorized vehicles shall be permitted on pathways, or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board. However, golf carts owned by residents of the Community may be operated on the Common Property or on golf cart paths.

Section 7. Leasing. Units may be leased for residential purposes only. All leases shall have a minimum term of six (6) months and a copy of all leases shall be given to the Board of Directors by the Owner of the Unit within thirty (30) days of entering into the lease. Units may only be leased in their entirety. All leases shall require, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association and shall also obligate the tenant to comply with these documents.

Section 8. Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines adopted pursuant to the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of Units and guests and invitees of occupants or Owners. The Owner shall be responsible for insuring that the occupant, and the guests, invitees and licensees of the Owner or the occupant strictly comply with all provisions of the Declaration, Bylaws, and any rules and regulations adopted by the Board of Directors. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

Section 9. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of a reasonable number of dogs, cats, or other household pets as may be determined in the sole discretion of the Board. However, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or occupants or to the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Pets may not be left unattended outdoors. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors, except that dogs need not be leashed within fenced backyard areas; provided such dogs do not create an unreasonable amount of noise or otherwise create a disturbance. Feces left upon the Common Property by dogs must be removed by the owner of the dog or the person responsible for the dog. All Owners and occupants keeping pets within the Community shall comply with all applicable governmental ordinances and regulations. Without prejudice to the Board's right to remove any such household pets, the Board may prohibit a household pet that has caused damage or injury from being walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 10. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause a Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will discharge foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except for devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Unit unless required by law. However, any siren or device for security purposes shall contain a device which causes it to automatically shut off within fifteen (15) minutes.

Section 11. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the Community except within garages located on Units.

Section 12. Satellite Dishes, etc. No transmission antenna, of any kind, may be erected anywhere on the Properties unless first approved in writing by the Architectural Control Committee as required under Article X. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antennas larger than one (1) meter in diameter may be placed, allowed or maintained upon any portion of the Properties. DBS and MMDS antennas one (1) meter or less in diameter and television broadcast service antennas may only be installed in

accordance with Federal Communication Commission (FCC) rules and rules and regulations of the Association authorized by the FCC, both, as may be amended from time to time.

Section 13. Tree Removal. No trees having a diameter of six (6) inches or more and a height of more than eight (8) feet above the ground shall be removed without the express consent of the Architectural Control Committee, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees or for safety reasons; and (c) trees within ten (10) feet of the residence, driveway, or walkways constructed or to be constructed on the Unit.

Section 14. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Unit may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 15. Sight Distance at Intersections. All property located at street intersections and at the intersections of streets and driveways shall be landscaped so as to permit safe sight across the corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 16. Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Units and Common Property, including the golf course and Lake, and the street on which the Unit (on which the item is located) fronts. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Clotheslines are not permitted.

Section 17. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 18. Firearms. The use or discharge of firearms on the Common Property or outside of residences in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 19. Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Unit, without the prior written consent of the Architectural Control Committee. No fence shall be closer to the street than the rear corner of the Unit. All fences shall conform to the Design Guidelines detailing acceptable fence styles or specifications.

Section 20. Energy Conservation, Equipment, Lighting, Artificial Vegetation, Exterior Sculpture and Similar Items. No equipment (including, but not limited to, the following: window air conditioning units and compressors; solar energy collector panels or attendant hardware or other energy conservation equipment); lighting (except seasonable Christmas lighting; and artificial vegetation, exterior sculpture, fountains, flags and similar items shall be erected or installed on a Unit without the prior written approval of the Architectural Control Committee.

Section 21. - Above Ground Swimming Pools and Spas. - Above ground swimming pools shall not be erected, constructed, or installed on any Unit. No spas or hot tubs may be erected, constructed or installed without the prior written approval of the Architectural Control Committee.

Section 22. Standard Mailboxes. All residences in the Community shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the Architectural Control Committee. The Architectural Control Committee may adopt different standard mailboxes for each Neighborhood.

Section 23. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Community shall be installed, constructed or operated within the Community unless prior written approval has been received from the Architectural Control Committee. All sprinkler and irrigation systems shall be subject to approval in accordance with Article X of this Declaration. Provided, however, this Section shall not apply to the Association or the Declarant.

Section 24. Lawn and Yard Care. All yards shall be maintained in neat and orderly condition, which shall include removal of leaves, broken limbs, dead trees and other debris as necessary. All lawns must be regularly cut (general grass height may not exceed seven (7") inches) and maintained (no noticeable weed problem).

Section 25. Use of Lake. There is reserved to all Owners, and occupants of Units, their families and guests, a perpetual easement to use any Lakes which may be part of the Common Property for such purposes as are permitted in this Declaration and the rules and regulations of the Association.

Notwithstanding anything to the contrary contained herein, THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OCCURRING ON OR ARISING OUT OF THE AUTHORIZED OR UNAUTHORIZED USE OF LAKES, PONDS OR OTHER BODIES OF WATER WITHIN THE COMMUNITY BY ANY PERSON.

Section 26. Lakefront Units. Unless an exception is authorized in writing by the Architectural Control Committee, all use restrictions, rules and regulations, and Design Guidelines applicable to the front yards of Unit shall also be applicable to the back yards of Units which are bounded by one of a Lake.

Section 27. Recreation and Playground Equipment. Any playground or other play areas or equipment located on the Common Property shall be used at the risk of the user, and the

Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

No recreational and playground equipment, including basketball goals and playhouses, shall be placed or installed on any Unit except in a location approved by the Architectural Control Committee.

Section 28. Abandoned Personal Property. Personal property, except for personal property owned by the Association, is strictly prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property or on the rights-of-way located within the Community. If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Property or on the rights-of-way located within the Community in violation of this Section, then the Board may remove and either discard or store the personal property in a location which the Board may determine. If personal property is removed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

Section 29. Special Restrictions Affecting Golfing Fairway Property. Owners of Units adjacent to any golf course property shall be subject to the following restrictions.

(a) That portion of the Unit within twenty (20) feet of the property or back line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway or rough area established by the golf course architect. All individual landscaping plans must be approved by the Architectural Control Committee before implementation.

(b) Owners of Units adjacent to any golf course shall refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, burning trash on a property when the smoke would cross on to the fairway, the maintenance of unfenced dogs or other pets on the property under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play, and such other disturbing activities.

(c) All buildings on Units abutting the golf course shall be so designated and oriented on their sites as to present an attractive appearance from the golf course and from the street side.

Section 30. Rights of Declarant to Modify Restrictions with Respect to Unsold Parcels. With respect to any unsold parcel, Declarant may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these Restrictions as Declarant in his discretion desires.

Article VII
Insurance and Casualty Losses

Section 1. Insurance on Common Property. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property and other property, if any, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

The Board is authorized to contract with or otherwise arrange to obtain the required insurance coverage through the Declarant and to reimburse Declarant for the cost. Declarant shall be authorized, but not obligated, to purchase the required insurance coverage for the benefit of the Association and the Owners. The coverage shall include the Association as a named insured. The Declarant and Association shall agree upon the terms and conditions applicable to reimbursement by the Association for costs incurred by Declarant in obtaining the required coverage. Notwithstanding anything contained in this Declaration to the contrary, the Board shall not be required to comply with the provisions of subsections (b) through (e) below if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.

Premiums for all insurance shall be a common expense of the Association. The policies may contain a reasonable deductible, and the deductible amount shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefitted parties, except as otherwise provided above and shall be governed by the provisions set forth below:

(a) All policies shall be written with a company authorized to do business in Georgia.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in any settlement negotiations.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased

by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by the Board of Directors. In conducting such reviews the Board may engage an expert whom in its sole discretion it deems fit.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall be determined in the Board of Directors' best business judgment, and, if available, shall at least equal three (3) months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, and flood insurance, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

Section 2. Individual Insurance. Unless the Neighborhood in which the Unit is located carries such insurance, each Owner shall carry blanket all-risk casualty insurance on the Unit and all structures constructed thereon. If reasonably available, the casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. Notwithstanding this, each Owner shall purchase and keep in effect a liability policy covering an injury occurring on a Unit. The policies required hereunder shall be in effect at all times and Owners shall provide a certificate of such required insurance to the Board of Directors, upon request. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner and the Mortgagee of such Owner.

Section 3. Damage and Destruction--Insured by Association.

(a) In General. Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims covered under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Repair and Reconstruction. The Board of Directors must proceed to repair or reconstruct any damage or destruction to the Common Property on behalf of the Association unless within sixty (60) days after the casualty, it obtains the agreement of at least seventy-five (75%) percent of the total Association vote and the Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX) to not repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is not sufficient to cover the cost of repair or reconstruction, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be retained by and for the benefit of the Association in an Association account.

In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

Section 4. Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Unit shall be repaired by the Owner within seventy-five (75) days after the damage or destruction. However, where repairs cannot be completed within seventy-five (75) days, they shall begin within the required period and shall be diligently and continuously pursued until their completion. Alternatively, the Owner may decide to demolish and remove all damaged improvements on the Unit within seventy-five (75) days after such damage or destruction.

Section 5. Damage and Destruction -- Insured by Neighborhood. Any damage or destruction covered by insurance written in the name of a neighborhood should be adjusted in accordance with the Supplementary Declaration.

Article VIII Condemnation

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after the taking, Owners holding at least seventy-five (75%) percent of the total Association vote other than Declarant and the Declarant (so long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article IX) otherwise agree, the Association shall restore or replace the improvements taken on the remaining land included in the Common Property to the extent lands are available. The provisions of Article VII, Section 3, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article IX Annexation of Additional Property

Section 1. Unilateral Annexation By Declarant.

(a) As the owner or, if not the owner, with the consent of the owner, Declarant shall have the unilateral right, privilege, and option from time to time at any time until December 31, 2005 to subject all or any portion of the real property described in Exhibit "C", attached and made a part of this Declaration, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Muscogee County, Georgia, records a Supplementary Declaration describing the property being annexed. Any annexation shall be effective upon the filing for record of a Supplementary Declaration unless a different effective date is provided in the Supplementary Declaration. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any annexed real property.

(b) The rights reserved to Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained in the Declaration upon the additional land.

Section 2. Other Annexation. Subject to the consent of the owner and the consent of the Declarant (so long as the Declarant has an option to subject additional property to this Declaration as provided above) upon the affirmative vote, or written consent, or any combination thereof, of Owners holding a Majority of the total Association vote, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Muscogee County, Georgia, records a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided in the Supplementary Declaration.

Section 3. Withdrawal of Property. Declarant reserves the right to amend this Declaration at any time so long as it holds an unexpired option to expand the Community pursuant to this Article, for the purpose of removing certain portions of the Community then owned by the Declarant or its affiliates from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community desired to be effected by the Declarant.

Article X
Architectural Standards

Section 1. Purpose. The primary purpose of these architectural controls is to protect and preserve property values in Maple Ridge by maintaining architectural and aesthetic harmony and compatibility among the Units and the structures on the Units in the Community. The architectural controls and standards may be designed and applied to reflect that Units within the Community are of varying sizes, topographies and locations, and that improvements and modifications suitable for one Unit may be inappropriate for another Unit. Therefore, the Architectural Control Committee is authorized to apply or adopt different standards for different Units to reflect the varying sizes and layouts of Units within the Community. Specifically, the Committee may, for example, allow an improvement, modification or change which cannot be seen from any street or other Unit within the Community at any time during the year, including winter, but prohibit the same change if it can be seen from any street or other Unit within the Community.

Section 2. Architectural Control Committee. Subject to the Board's right to review appeals hereunder, the Architectural Control Committee (hereinafter sometimes referred to as the "ACC") shall have exclusive jurisdiction over:

(a) all original construction of all dwellings and other structures and improvements (both above and below grade), and related clearing, grading, and landscaping on any portion of the Property;

(b) all other exterior or visible modifications, additions, or alterations on Units, including those made on or to existing structures on Units; and

(c) all maintenance, repair or replacement of exterior portions of dwellings or other improvements on Units, including but not limited to repainting in original colors or replacement of exterior building materials, to ensure that such materials, color and or design continue to be in conformity with the standards set forth in this Declaration and the guidelines of the ACC.

Until one hundred (100%) percent of the Community has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant shall have the right to appoint all members of the Architectural Control Committee. The Declarant shall have the right, but not the obligation, to divide the Architectural Control Committee into two (2) subcommittees, with one (1) subcommittee having jurisdiction over new construction and one (1) subcommittee having jurisdiction over modifications. The Declarant shall have the right to appoint members of the subcommittees. There shall be no surrender of the Declarant's right to appoint members of the Architectural Control Committee and any subcommittee of the Architectural Control Committee prior to that time except in a written instrument in recordable form executed by Declarant. After the Declarant's right to appoint has expired, the Board of Directors shall appoint the members of the Architectural Control Committee, or may adopt a resolution making the Board of Directors the Architectural Control Committee.

The Board may employ for the Architectural Control Committee architects, engineers, or other Persons necessary to enable the Committee to perform its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, who shall have full authority to act on behalf of the Committee for all matters delegated.

Section 3. Architectural Standards. Except as provided herein or in any design guidelines prepared by the ACC and distributed to the Owners, no Owner, Occupant, or any other person may commence, make or maintain any exterior alteration, improvement or construction to a Units (including but not limited to clearing or grading, the construction of a dwelling and other related improvements, or the landscaping of a Unit), nor erect, place or post any object, fence, sign, playground equipment, artificial vegetation, exterior sculpture, fountains, flags, lighting (except for reasonable seasonal decorative lights displayed between Thanksgiving and January 15) or other thing on the exterior of a Unit or any improvements thereon, or in any windows, without first obtaining the written approval of the ACC. In considering the request for approval of such improvements the ACC may consider any factor it deems necessary, including but not limited to, aesthetic considerations, materials to be used, harmony with the external design of existing buildings, Units and structures, the location in relation to surrounding Units and structures, and the surrounding topography. However, no approval shall be required for any construction, alteration or addition made by the Declarant.

The Architectural Control Committee may, in its discretion, from time to time establish, abolish or amend standards to govern the development of Units and the design and construction of improvements. The text of such standards and amendments shall be available to each

Owner. Such standards shall be binding upon all Owners. A review fee in a reasonable amount may be charged.

Section 4. Guidelines. The initial design and development guidelines and application and review procedures (the "Design Guidelines") are attached herein as Exhibit "F" in addition to the restrictions set forth in Article VI of this Declaration which shall be applicable to all construction activities within the Community. The Design Guidelines may contain general provisions applicable to all of the Community, as well as specific provisions which vary from one portion of the Community to another depending upon the location, unique characteristics, and intended use. The Architectural Control Committee shall have sole and full authority to amend them from time to time, without the consent of the Owners notwithstanding the procedures set forth in Article XIII, Section 4 of this Declaration. Any amendments to the Design Guidelines adopted from time to time by the Architectural Control Committee in accordance with this Section shall apply to construction and modifications approved after the date of such amendment only, and shall not apply to plans or specifications previously approved or require modifications to or removal of structures previously approved by the Architectural Control Committee.

The Architectural Control Committee shall make the Design Guidelines available to Owners, builders, and developers who seek to engage in development of or construction upon all of any portion of the Community and all such Persons shall conduct their activities in strict accordance with such Design Guidelines. The Design Guidelines which are attached hereto and recorded in the Muscogee County, Georgia records, as they may unilaterally be amended from time to time by the Architectural Control Committee by recordation of amendments thereto, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

The Architectural Control Committee shall be the only judge of the plans with regard to the requirements of this Article and may withhold approval for any reason, including purely aesthetic considerations. The Architectural Control Committee shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. If an Owner does not comply with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner in addition to any other available remedies.

Section 5. Application for Architectural Control Committee Approval. Applications to engage in or conduct any activity for which approval of the ACC is required shall be in writing and shall provide such information as the ACC may reasonably require. The type of information required by the ACC may include without limitation two (2) copies of complete and final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes, colors, and location of improvements, site plans and floor plans thereof, and detailed drawings showing front, side, and rear elevations thereof. The ACC shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations. The ACC may require more than one (1) copy of any of the above to be submitted.

Section 6. Failure to Timely Approve. In the event that the ACC or its designated representative fails to approve or to disapprove any application within forty-five (45) days after the application and all information as the ACC may reasonably require have been submitted in full, its approval will not be required and Section 3 above will be deemed complied with. However no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Declaration or the Design Guidelines unless a variance has been granted in writing by the Architectural Control Committee pursuant to Section 17 of this Article.

Section 7. Conditional Approval or Disapproval of Application. The ACC may approve or disapprove any application to the ACC either (1) outright or (2) subject to such conditions (restrictive or affirmative) as the ACC may determine will enhance, preserve, and protect Community values, be consistent with the spirit and integrity of these architectural controls, and minimize disturbances from such approved construction. Such conditions of approval and restrictions on approval shall run with the land and be binding upon successor Owners, and Owners and contract purchasers may, upon at least five (5) days written request, review any letters of approval and/or plans and specifications for approved improvements maintained in the ACC's records.

Section 8. Fees and Charges. The ACC, in exercise of its architectural review and approval powers hereunder, may seek assistance from one or more independent architects, engineers, inspectors, attorneys and/or other professionals, and the costs thereof may be assessed as an architectural review fee against the Owner requesting ACC approval of plans and specifications.

Section 9. Appeal. If the ACC or its designated representative disapproves any application or part thereof for the construction of an original dwelling on a Unit (including any landscaping, accessory structures, or other improvements associated with the original construction), the Owner shall have the right request that the ACC review its decision and a decision by a majority of the members of the ACC shall be final and binding.

After the Declarant's right to appoint and remove members of the Board has expired, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. The Board shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate and thereafter be void.

Section 10. Architectural Standards May Change Over Time. Each Owner acknowledges that the membership on the Board and the ACC and their views on how to best protect and enhance the Maple Ridge Golf Community may change over time. Accordingly, the type, nature, interpretation, application, and enforcement of the architectural standards may vary over time. The approval of either the Board or the ACC of any proposals, plans, specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board or the ACC shall not be deemed to limit or constitute a waiver

of any right to withhold approval or consent as to any similar proposals, plans, specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 11. Limitation of Liability Regarding Architectural Approval. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the ACC shall bear any responsibility for ensuring the quality, design, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Board, the ACC, or any 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 or modifications to any Unit.

Section 12. Commencement of Construction. No construction on any Unit (including clearing or grading) shall be commenced without first obtaining written approval of the Architectural Control Committee. Construction must be commenced within three (3) years from the date of purchase of the Unit.

In addition to the enforcement provisions set forth in Section 14 below, if an Owner fails to commence construction within three (3) years from the date of purchase, the Declarant shall have the right, but not the obligation to repurchase the Unit for an amount not to exceed the purchase price paid by Owner without interest. Should Declarant exercise said option, the Unit shall be conveyed subject only to the those liens and encumbrances resulting from the acquisition of the property or the construction of a dwelling thereon. All persons acquiring liens or encumbrances on any Unit for monies due from transactions not directly related to the property or construction of a dwelling thereon shall be deemed to consent that their liens or encumbrances to Declarant's right to repurchase and such liens or encumbrances shall automatically be divested upon conveyance.

Section 13. Completion of Construction. All construction of the exterior of a dwelling on a Unit shall be completed within twelve (12) months from the date on which the construction commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. The ACC may require that alterations or modifications to existing structures or improvements be completed within six (6) months of commencement.

Section 14. Enforcement. Any construction, alteration, or other work done in violation of this article shall be deemed to be nonconforming and shall authorize the Declarant to enjoin such violation and to recover damages therefrom, including attorney's fees incurred in enforcing the Declaration, in addition to such other remedies as provided herein. Upon written request from the Board, the Owner shall, at its own cost and expense, remove such construction, alteration, or other work and shall restore the Unit to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designs shall have the right, in addition to the other rights set forth in this Declaration, to enter the Unit, remove the violation, and restore the Unit to substantially the same condition as existed prior to the construction, alteration, or other work. All costs thereof, including reasonable attorney's fees, may be assessed against such Unit and collected as an assessment pursuant to this Declaration. Additionally, all costs incurred by the Association in

compelling any Owner to make required repairs or remove debris hereunder, or costs incurred by the Association in performing such work if the Owner fails to do so, shall be an assessment against such Owner and Unit.

Any contractor, subcontractor, agent, employee, or other invitee of a Owner who fails to comply with the terms and provisions of this Article and the architectural standards may be excluded by the Board from the Community. In such event, neither the Declarant, its officers, directors or agents shall be held liable to any person for exercising the rights granted by this Article.

If any or occupant makes any exterior change, alteration, or construction (including landscaping) upon the Common Properties in violation of this Article, he or she does so at his or her sole risk and expense. The Board may require that the change, alteration, or construction remain on the Common Properties without reimbursement to the Owner or occupant for any expense he or she may have incurred in making the change, alteration, or construction, or, the Board may remove such construction at any time without notice to such Owner or occupant.

In addition to the foregoing, the Board of Directors shall have the authority and standing, to impose reasonable monetary fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the ACC.

Section 15. No Waiver. The approval of the Architectural Control Committee of any proposals, plans and specifications, or drawings, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters later submitted for approval or consent.

Section 16. Variances.

(a) The Architectural Control Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) prevent the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(b) The architectural standards and their enforcement may vary from time to time. These variances shall not constitute a waiver by the Committee or the Board of the right to adopt and enforce architectural standards under this Article. No decision by the Committee or Board shall constitute a binding precedent with respect to subsequent decisions of the Committee or Board. However, nothing in this Article shall permit the Committee or the Board to enforce retroactively its architectural standards against a Unit Owner whose architectural change has been approved under the architectural standards of a previous Committee or Board.

Section 17. Special Requirements. Plans and specifications will not be approved unless the residence to be erected on the Unit complies with the minimum zoning requirements and special conditions of Muscogee County, Georgia under the zoning classification for the Unit on the day building permits are purchased.

Article XI
Mortgage Provisions

Section 1. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 2. Notice to Association. Upon request, each Unit Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Article XII
Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Unit and adjacent portion of the Common Property or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered (in accordance with the terms of this Declaration). The easement shall be five (5) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Property or as between adjacent Units, as the case may be, along a line perpendicular to such boundary at such point. However, an easement for encroachment shall not exist if the willful conduct by an Owner, tenant, or the Association caused the encroachment.

Section 2. Easements for Use and Enjoyment.

(a) Every Owner of a Unit shall have a right and easement of entry and exit, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his Unit, subject to the following provisions:

(i) The right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Unit Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions of the Common Property at certain designated times by an Owner, his or her family, tenants, guests, and invitees or by a separate group or entity;

(ii) the right of the Association to suspend the voting rights of a Unit Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against his Unit which is hereby

provided for remains unpaid; and, for a reasonable period of time for a violation of the Declaration, Bylaws, or rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Property, or for constructing, repairing, or improving any facilities located or to be located on the Common Property, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property. However, the Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges reserved or established for the benefit of Declarant, or any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Unit Owner encumbering any Unit or other property located within the Community (Any provision in this Declaration or in any Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights in the Mortgage by the holder of the Mortgage in the event of a default shall not cancel or terminate any rights, easements or privileges reserved or established in this Declaration for the benefit of Declarant, or any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Unit Owner encumbering any Unit or other property located within the Community.); and

(iv) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to any conditions agreed on by the members of the Association.

(b) Any Unit Owner may delegate his right of use and enjoyment in and to the Common Property to the members of his family, his tenants and guests. An Owner shall be deemed to have made a delegation of all these rights to the occupants of the Owner's Unit, if leased.

Section 3. Easements for Utilities. The Declarant reserves a perpetual easement in, on, over and under all streets, lanes, drainage and utility easements as shown on the sub-division plats on the individual sections to be developed by it on, over or under a strip of land five (5) feet in width (unless otherwise indicated on the plat) along the side and rear property liens of each lot and rear, with the full right of entry by it or its licensees for the purpose of establishing, constructing and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephone, electric power, cable, and other purposes, to lay, install and maintain facilities for sewage, water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of Declarant to provide and maintain any such activity or service.

Section 4. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XIII, Section 2, the Board shall have the right, but not the obligation, to enter upon any property within the Community for emergency, security, and safety reasons. This right may also be exercised by the agents of the Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. The Board shall have the right to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard if an Owner or occupant does not cure the condition after request by the Board.

Section 5. Easement for Maintenance. Declarant expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article V, including, without limitation, (i) an easement over Units adjacent to any Lake and dam, or on which any Lake and dam may be located, for maintenance of the Lake, including the Lake beds, dam, spillways, or shorelines; (ii) a landscape maintenance easement as may be shown on the plats; (iii) an easement over Units on which entry features for the Community are located for maintenance of the entry features. This maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect the property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 6. Easement for Golf Balls. Every Unit and the Common Property and the common property of any Neighborhood are burdened with an easement permitting golf balls unintentionally to come upon the Common Property, Units or common property immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Property, common property of a Neighborhood, or the exterior portions of a Unit to retrieve errant golf balls; golfers or their caddies shall not be entitled to enter a Unit with a golf cart or other vehicle and shall not spend an unreasonable time on such Unit. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Association be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement. After construction of a building or other structure on a Golf Fairway Property, "Out of Bounds" markers may be placed on said property at the expense of Declarant.

Section 7. Golf Cart Paths Easement. The Declarant reserves a perpetual exclusive easement over all golf cart paths and an area of eight (8') feet on either side of their center line. The Declarant shall further reserve a right to go on to said Common Property for the purpose of maintaining and repairing said golf cart paths.

Section 8. Golf Course Maintenance Easement. There is reserved to the Declarant a "Golf Course Maintenance Easement Area" on each property adjacent to any golf course lot located in any properties. This reserved easement shall permit the Declarant at its election, to go onto any Golf Course Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than five (5) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such property within twenty-five (25) feet of the boundary line(s) bordering the golf course, or such less area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such property; provided, however, that the above described maintenance and landscaping rights shall apply to the entire property until there has been filed with the Declarant a landscaping plan for such property by the owner thereof, or alternatively, a building or other structure is constructed thereon.

In the event that a golf tournament is played on the golf course, authorized spectators shall have a right to walk upon and stand within the Golf Course Maintenance Area, without such entering and standing being deemed a trespass, however, the spectators must follow all rules established by the Declarant and/or owner of the golf course.

Article XIII
General Provisions

Section 1. Enforcement. Each Owner and every occupant of a Unit shall comply strictly with this Declaration, the Bylaws, the rules and regulations, as they may be lawfully amended or modified from time to time, and with any deed restrictions. The Board of Directors may impose fines or other sanctions, which shall be collected as provided for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or by an aggrieved Owner in a proper case. Failure by the Association or any Owner to enforce any of the foregoing provisions shall not be a waiver of the right to enforce those provisions in the future.

Section 2. Self-Help. In addition to any other remedies, the Association or its duly authorized agent shall have the power to enter upon a Unit or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, or the rules and regulations. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Unit Owner and shall be collected as provided for the collection of assessments.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless at least fifty-one (51%) percent of the record Owners execute an agreement to prevent renewal of the covenants and such agreement is recorded and an attorney's affidavit confirming ownership of the Units or such other requirement as provided in O.C.G.A. § 44-5-60. A written instrument reflecting termination must be recorded within the year immediately preceding the beginning of any renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (b) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (c) if an amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable the lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration; or (d) if an amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Units subject to this Declaration, or (e) submit the property to the terms of the Georgia Property Owners'

Association Act. However, any such amendment shall not adversely affect the title to any Owner's Unit unless the Unit Owner consents to the amendment in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article IX, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Unit Owner, it shall not adversely affect title to any Unit without the consent of the affected Unit Owner and such amendment shall be in conformity with the general purpose of the restrictions, conditions, limitations, land uses and reservations herein contained.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least two-thirds (2/3) of the total eligible Association vote and the consent of the Declarant (so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment. No provision of this Declaration which reserves, grants, or exempts special rights or exemptions to the Declarant or to any Approved Builder shall be amended without the Declarant's or Approved Builder's, prior written consent so long as the Declarant or Approved Builder, owns any property in the Community, or which is subject to annexation to the Community, primarily for development and/or sale.

Section 5. Security. The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve safety in the Community. However, each Owner, for themselves and their tenants, guests, licensees, and invitees acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security for the Community. It shall be the responsibility of each Owner to protect his or her person and property, and all responsibility to provide security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

Section 6. Dispute Resolution. Any Owner or occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that Owner or occupant files any lawsuit against the Association, the Board, any director, or any agent of the Association. The Owner or occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date no less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing by the person requesting the hearing.

Section 7. Partition. The Common Property shall remain undivided, and no Unit Owner or any other Person shall bring any action for partition or division of the whole or any part of the Common Property without the written consent of all Owners and all holders of all Mortgages encumbering any portion of the Community.

Section 8. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 9. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 10. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 11. Preparer. This Declaration was prepared by Candyce D. Cavanagh and Weissman, Nowack, Curry & Wilco, P.C., 1349 West Peachtree Street, Fifteenth Floor, Atlanta, Georgia 30309.

Section 12. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 13. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, Design Guidelines, and any amendments, so long as there is development and construction related to the initial sale of residences constructed on Units, it shall be expressly permissible for Declarant and any Approved Builder to maintain and carry on, upon such portion of the Community as Declarant or any Approved Builder may deem necessary, such facilities and activities as in the sole opinion of Declarant or any Approved Builder may be required, convenient, or incidental to Declarant's or any Approved Builder's development, construction, and sales activities related to property described on Exhibit "B" and Exhibit "C" to this Declaration, including, but without limitation the following:

(a) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community;

(b) the right to tie into any portion of the Community with driveways, parking areas and walkways;

(c) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community;

(d) the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, residences, model residences, and sales offices. Declarant and any Approved Builder may use residences, offices, or other buildings owned or leased by Declarant or an Approved Builder as model residences and sales offices and may also use recreational facilities available for use by the Community as a sales office without charge.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent so long as the Declarant or an Approved Builder owns any property in the Community, or which is subject to annexation to the Community, primarily for development and/or sale.

Section 14. Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association during the period in which the Declarant has the right to appoint the Directors and officers of the Association under the Bylaws shall contain a termination clause permitting the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than ninety (90) days' written notice.

Section 15. Notice of Sale or Lease. In the event an Owner sells or leases his or her Unit, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Unit and such other information as the Board may reasonably require.

Section 16. Agreements. Subject to the prior approval of Declarant (so long as the Declarant has an option to unilaterally subject additional property to this Declaration as provided in Article IX) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 17. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate the right or privilege.

Section 18. Variances. Notwithstanding anything to the contrary contained in this Declaration, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

ARTICLE XIV
Maple Ridge Golf Club

Section 1. General. Neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use the Maple Ridge Golf ("Club"). Rights to use the Club will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owner(s) of the Club. The owner(s) of the Club shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Club, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether as set forth in the membership plan for the Club.

Section 2. Conveyance of Club. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other Person with regard to the continuing ownership or operation of the Club as depicted upon any plats, plans, maps or renderings of the Community, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of and as to the Club may change at any time and from time to time. As to any transfer of ownership or control of the Club, no consent of the Association, any Neighborhood, or any Owner shall be required to effectuate such transfer. Under no circumstances shall an Owner have any right or interest in the Club by virtue of ownership or occupancy of a Unit.

Section 3. Rights of Access and Parking. The Club and its members (regardless of whether such members are Owners hereunder), their guests, invitees, and the employees, agents, contractors, and designees of the Club shall at all times have a right and nonexclusive easement of access and use over all roadways located within the Community reasonably necessary to travel from/to the entrance to the Community (whether Common Property or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Club. Without limiting the generality of the foregoing, members of the Club and permitted members of the public shall have the right to park their vehicles on the streets located within the Community at reasonable times before, during, and after golf tournaments and other similar functions held by/at the Club.

Section 4. Architectural Control. Neither the Association, the Architectural Control Committee, nor any Neighborhood Committee, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Community which is adjacent to, or otherwise in the direct line of sight of the portion of the Club, without giving the Club at least fifteen (15) days' prior notice of its intent to approve or permit the same together with copies of the request therefor and all other documents and information finally submitted in such regard. The Club shall then have fifteen (15) days to approve or disapprove the proposal in writing delivered to the appropriate committee or association, stating in detail the reasons for any disapproval. The failure of the Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Club's right to object to the matter so submitted. The appropriate committee shall take into consideration any objection of the Club in making its final decision on the matter submitted.

Section 5. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Club, no amendment to this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Club, or in the case of a corporate owner by its board of directors. The foregoing shall not apply, however, to amendments made by the Declarant.

Section 6. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Club shall cooperate to the maximum extent possible in the operation of the Community and the Club. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Club.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 9th day of February, 1998.

DEVELOPERS INVESTORS, INC., a Georgia corporation

By: Dory Stewart [SEAL]
authorized agent

Signed, sealed, and delivered this 9th day of February 1998, in the presence of:

Barbara Dale
WITNESS

Laurel Lynn Atkinson
NOTARY PUBLIC

My Commission Expires: My Commission Expires June 19th, 1999

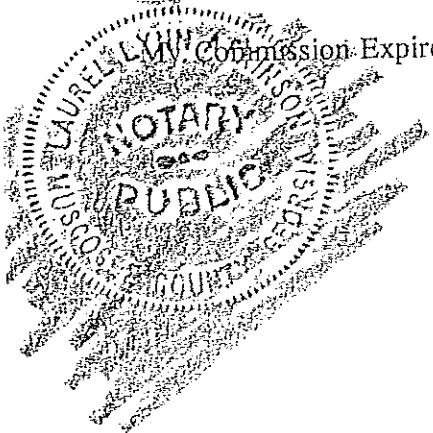


EXHIBIT "A"

Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Approved Builder" shall mean any builders or developers which are designated as Approved Builders by the Declarant in writing. Approved Builders shall continue to be Approved Builders for so long as they own at least one Unit for the purpose of construction of a residence and resale of the Unit and residence.
- (b) "Area of Common Responsibility" shall mean and refer to the Common Property (except for those portions of the Common Property which another Person is required to maintain under any easement and cost sharing agreement), together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any Neighborhood become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located in the Community, or any public rights-of-way within or adjacent to the Community, may be part of the Area of Common Responsibility.
- (c) "Association" shall mean Maple Ridge Golf Community Homeowners' Association, Inc., a nonprofit Georgia corporation, its successors and assigns.
- (d) "Board of Directors" or "Board" shall mean the appointed or elected body of the Association, as applicable, having its normal meaning under Georgia corporate law.
- (e) "Bylaws" shall refer to the Bylaws of Maple Ridge Golf Community Homeowners' Association, Inc., attached to this Declaration as Exhibit "G" and made a part of this Declaration.
- (f) "Common Property" shall mean any and all real and personal property and easements and other interests, together with the facilities and improvements located on the property, now or in the future owned by the Association.
- (g) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto as may be made by Declarant by Supplementary Declaration of all or any portion of the real property described in Exhibit "C"; and (ii) such additions thereto as may be made by the Association by Supplementary Declaration of other real property.
- (h) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. This determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

(i) "Declarant" shall mean and refer to Developer-Investors, Inc., a Georgia corporation, and such of its successors-in-title who shall (i) acquire, from a predecessor "Declarant," and for the purpose of development or sale, all or any portion of the real property described in Exhibit "B" or "C" hereto, and (ii) be designated as the "Declarant" in the deed of transfer by which such successors-in-title shall so acquire its interest in such real property or in a separate document transferring the rights of the Declarant, recorded in the Muscogee County, Georgia records.

In all events there shall only be one "Declarant" at any one time; in no event shall more than one Person have the right to exercise the power and authority of the "Declarant" at any one time.

(j) "Lake" means the lake located within the Community as shown on the plats for the Community recorded in the Muscogee County, Georgia records.

(k) "Majority" means those eligible votes by Owners, or other group as the context may indicate, totalling more than fifty (50%) percent of the total eligible number.

(l) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(m) "Mortgagee" shall mean the holder of a Mortgage.

(n) "Neighborhood" means each separately denominated residential area created by being designated as a Neighborhood in Exhibit "A" to this Declaration, in a Supplementary Declaration, or in an amendment to this Declaration or a Supplementary Declaration, in which Owners may have common interests other than those common to all Association members such as a common theme, entry feature, development name and/or common areas and facilities which are not available for use by all Association members.

(o) "Neighborhood Assessments" means assessments levied against the Units in a particular Neighborhood to fund expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Units within a particular Neighborhood.

(p) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Unit located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(q) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(r) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes additional restrictions and obligations on the property, or both.

(s) "Unit" shall mean a portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas, common property of any other association which is part of Maple Ridge, or property dedicated to the public. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

EXHIBIT "B"

Property Submitted

ALL THOSE TRACTS AND PARCELS OF LAND situate, lying and being in Land Lots 1 and 20 of the 8th District, Land Lot 1 of the 9th District, and Land Lot 297 of the 19th Land District, all in Muscogee County, Georgia, and being all of the lots in Sections "A", "B", and "C", Maple Ridge Golf Community Homeowners' Association as said lots are shown on maps or plats entitled "Maple Ridge Golf Community" prepared by Jordan, Jones & Goulding under date of June 30, 1993, a copy of said plats being recorded in Plat Book 122, Folios 81, 82, 83, 84 and 85, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND situate lying and being in Land Lot 1 and 20 of the 8th District of Columbus, Muscogee County, Georgia and being known and designated as Lots 1 through 15, Section "H", Maple Ridge Golf Community, as said lots are shown in a map or plat entitled "Maple Ridge Golf Community, Section 'H'", recorded in Plat Book 123, Folio 42 in the Office of the Clerk of Superior Court to which reference is hereby made for the more specific description.

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND situate, lying and being in Land Lot 1 of the 8th District, Land Lot 1 of the 9th District, Land Lot 16 of the 18th District and Land Lot 297 of the 19th District, Muscogee County, Georgia, and being all of the lots in Section "C" - Phase II, Maple Ridge Golf Community, as said lots are shown on a map or plat entitled Maple Ridge Golf Community - Section C - Phase II," prepared by Jordan; Jones & Goulding under date of June 9, 1994, a copy of said plat being recorded in Plat Book 125, Folio 88, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

ALL THAT TRACT OF LAND situated, lying and being in Land Lots 1 and 20, 8th District, Columbus, Muscogee County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection formed by the westerly margin of Schomburg Road and the northern margin of North Stadium Drive and run thence South 86 degrees 49 minutes 14 seconds West a distance of 2,680.92 feet to an iron pin; running thence South 13 degrees 58 minutes 24 seconds West a distance of 49.64 feet to an iron pin; running thence South 16 degrees 25 minutes 34 seconds West a distance of 34.57 feet to a nail; running thence North 86 degrees 49 minutes 14 seconds East a distance of 60.50 feet to an iron pin, which iron pin is the POINT OF BEGINNING; From said Point of Beginning as thus established, running thence South 47 degrees 42 minutes 29 seconds West along the arc of a curve having a radius of 226.87 feet a distance of 141.43 feet to an iron pin; running thence South 29 degrees 32 minutes 50 seconds West a distance of 744.30 feet to an iron pin; running thence South 03 degrees 39 minutes 17 seconds West along the arc of a curve having a radius of 67.99 feet, a distance of 59.38 feet to an iron pin; running thence South 40 degrees 51 minutes 30 seconds West along the arc of a curve having a radius of 50 feet, a distance of 89.18 feet to an iron pin; running thence South 35 degrees 15 minutes 08 seconds West a distance of 51.32 feet to an iron pin; running thence South 25 degrees 31 minutes

46 seconds East a distance of 82.42 feet to an iron pin; running thence North 26 degrees 01 minutes 55 seconds East a distance of 341.10 feet to an iron pine; running thence North 29 degrees 32 minutes 50 seconds East a distance of 781.13 feet to an iron pin; running thence South 86 degrees 49 minutes 14 seconds West a distance of 7.04 feet to an iron pin which is the POINT OF BEGINNING.

The above property is shown as "Maple Ridge Golf Community Homeowners' Association, Inc. 1.19 acres" upon a map or plat entitled "Maple Ridge Golf Community Section H" originally dated September 14, 1993 and revised on December 6, 1993, and recorded in Plat Book 123, Folio 113, in the Office of the Clerk of Superior Court, Muscogee County, Georgia. ✓

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND situate, lying and being in Land Lot 1, of the 8th District and Land Lot 297 of the 19th District, Muscogee County, Georgia, and being all of the lots in Section "C" - Phase III, Maple Ridge Golf Community, as said lots are shown on a map or plat entitled "Maple Ridge Golf Community - Section C - Phase III," prepared by Jordan, Jones & Goulding under date of April 9, 1996, a copy of said plat being recorded in Plat Book 130, Folio 89, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND situate, lying and being in Land Lot 296 OF THE 19th District and Land Lots 1, 20 of the 8th District, Columbus, Muscogee County, Georgia, and being all of the lots in Section "D", Section "E", and Section "F"; as said lots are shown on a map or plat entitled "Final Plat - Maple Ridge Golf Community - Phase 97", prepared by Jordan, Jones & Goulding under date of August 26, 1997, a copy of said plat being recorded in Plat Book 134, Folio 73, in the Office of the Clerk of Superior Court of Muscogee County, Georgia, and;

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND situate, lying and being in Land Lot 1 of the 8th District, and Land Lots 267, 268, 296 & 297 of the 19th District, Columbus, Muscogee County, Georgia, and being all of the lots in Section "C" - Phase IV, Maple Ridge Golf Community - Section C - Phase IV," prepared by Jordan, Jones & Goulding under date of October 22, 1997, a copy of said plat being recorded in Plat Book 135, Folio 8, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia

ALL THAT TRACT AND PARCEL OF LAND lying and being in Land Lot 1, 8th District, Columbus, Muscogee County, Georgia and being shown as Tract "A" containing 4.859 acres on the replat of part of Land Lot 1, 8th District, Columbus, Muscogee County, Georgia, dated June 25, 1997, prepared by Moon, Meeks, Mason & Vinson, Inc., recorded in Plat Book 134, Folio 39, Office of the Clerk of the Superior Court of Columbus, Muscogee County, Georgia, known as Villas on Number Nine Condominium.

ALL THAT PROPERTY owned by the Maple Ridge Homeowners' Association, Inc. more particularly described as follows:

TRACT A

All that tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, and being known and designated as Part of Land Lot 1 of the Eighth and Ninth Districts of said County, the property hereby conveyed being more particularly described as follows:

Commence at an Iron Pin located at the Southwest corner of the intersection of Schomburg Road with Maple Ridge Trail, said Iron Pin also being the POINT OF BEGINNING; thence running along the westerly right-of-way of Schomburg Road South 09 degrees 57 minutes 22 seconds east, a distance of 92.29 feet to a point; thence running south 83 degrees 34 minutes 12 seconds west, a distance of 13.24 feet to a point; thence running north 29 degrees 18 minutes 04 seconds west, a distance of 51.05 feet to a point; thence running north 07 degrees 26 minutes 20 seconds east, a distance of 18.00 feet a point; thence running north 62 degrees 44 minutes 50 seconds west, a distance of 9.39 feet to a point; thence running south 85 degrees 11 minutes 49 seconds west, a distance of 74.19 feet to a point; thence running south 59 degrees 32 minutes 50 seconds west, a distance of 15.32 feet to a point; thence running south 77 degrees 48 minutes 07 seconds west, a distance of 31.22 feet to a point; thence running north 84 degrees 46 minutes 59 seconds west, a distance of 41.49 feet to a point; thence running north 73 degrees 25 minutes 29 seconds west, a distance of 38.35 feet to a point; thence running north 61 degrees 34 minutes 19 seconds west, a distance of 26.58 feet to a point on the southerly right-of-way of Maple Ridge Trail; thence easterly along said right-of-way along a curve to the left having a radius of 350.00 feet, a distance of 137.67 feet to an Iron Pin; thence running north 79 degrees 26 minutes 11 seconds east, a distance of 112.43 feet to an Iron Pin which is the original POINT OF BEGINNING.

Said property contains 0.13 acres more or less.

TRACT B.

All that tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, and being known and designated as Part of Land Lot 1 of the Eighth and Ninth Districts of said County, the property hereby conveyed being more particularly described as follows:

Commence at an Iron Pin located on the Southwest corner of the intersection of Schomburg Road with Maple Ridge Trail, north 09 degrees 57 minutes 22 seconds west, a distance of 100.01 feet to an Iron Pin located on the northwest corner of the intersection of Schomburg Road with Maple Ridge Trail; said Iron Pin also being the POINT OF BEGINNING. Thence running along the northerly right-of-way of Maple Ridge Trail south 79 degrees 26 minutes 11 seconds west, a distance of 112.18 feet to an Iron Pin; thence running along said right-of-way along a curve to the right having a radius of 430.56 feet, a distance of 158.42 feet to a point; thence running north 79 degrees 09 minutes 22 seconds east, a distance of 50.54 feet to a point;

thence running north 33 degrees 24 minutes 59 seconds east, a distance of 31.04 feet to a point; thence North 76 degrees 19 minutes 02 seconds east, a distance of 35.67 feet to a point; thence north 72 07 minutes 33 seconds east, a distance of 128.31 feet to a point; thence running south 84 degrees 12 minutes 42 seconds east, a distance of 34.08 feet to a point on the westerly right-of-way of Schomburg Road; thence running along said right-of-way south 09 degrees 57 minutes 22 seconds east for a distance of 60.08 feet to an Iron Pin which is the original POINT OF BEGINNING,

The above described tracts are shown upon a plat prepared by Jones, Jones & Goulding, dated November 17, 1993, recorded in Plat Book 123, Folio 114, in the office of the Clerk of Superior Court of Muscogee County, Georgia.

All that tract of land situated, lying and being in Land Lots 1 and 20, 8th District, Columbus, Muscogee County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection formed by the westerly margin of Schomburg Road and the northern margin of North Stadium Drive and run thence south 86 degrees 49 minutes 14 seconds west a distance of 2,680.92 feet to an iron pin; running thence south 13 degrees 58 minutes 24 seconds west a distance of 49.64 feet to an iron pin; running thence south 16 degrees 25 minutes 34 seconds west a distance of 34.57 feet to a nail; running thence north 86 degrees 49 minutes 14 seconds east a distance of 60.50 feet to an iron pin; which iron pin is the POINT OF BEGINNING; from said Point of Beginning as thus established, running thence south 47 degrees 42 minutes 29 seconds west along the arc of a curve having a radius of 226.87 feet a distance of 141.43 feet to an iron pin; running thence south 29 degrees 32 minutes 50 seconds west a distance of 744.30 feet to an iron pin; running thence south 03 degrees 39 minutes 17 seconds west along the arc of a curve having a radius of 67.99 feet, a distance of 59.38 feet to an iron pin; running thence south 40 degrees 51 minutes 30 seconds west along the arc of a curve having a radius of 50 feet, a distance of 89.18 feet to an iron pin; running thence south 35 degrees 15 minutes 08 seconds west a distance of 51.32 feet to an iron pin; running thence south 25 degrees 31 minutes 46 seconds east a distance of 82.42 feet to an iron pin; running thence north 26 degrees 01 minutes 55 seconds east a distance of 341.10 feet to an iron pin; running thence north 29 degrees 32 minutes 50 seconds east a distance of 781.13 feet to an iron pin; running thence south 86 degrees 49 minutes 14 seconds west a distance of 7.04 feet to an iron pin which is the POINT OF BEGINNING.

The above property is shown as "Maple Ridge Golf Community Homeowners' Association, Inc. 1.19 acres" upon a map or plat entitled "Maple Ridge Golf Community Section H" originally dated September 14, 1993 and revised on December 6, 1993, and recorded in Plat Book 123, Folio 113, in the Office of the Clerk of Superior Court, Muscogee County, Georgia.

EXHIBIT "C"

Additional Property Which May Unilaterally
Be Submitted by Declarant

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1, 2, 19, 20, & 21 of the 8th district, Land Lot 1 of the 9th district, Land Lot 16 of the 18th district, and Land Lots 267, 268, 269, 295, 296 & 297 of the 19th district.

EXHIBIT "D"

MINIMUM HEATED SQUARE FOOTAGE REQUIREMENTS

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
A - 11 interior lots 18 golf frontage lots	1900 sq. ft. 2000 sq. ft.
B - 17 golf frontage lots	2500 sq. ft.
C - 16 interior lots 9 golf frontage lots	1800 sq. ft. 1800 sq. ft.
CII - 19 interior lots 10 golf frontage lots	1800 sq. ft. 1800 sq. ft.
CIII - 15 interior lots 12 golf frontage lots	2000 sq. ft. 2000 sq. ft.
CIV - 15 interior lots 5 golf frontage lots	1800 sq. ft. 1800 sq. ft.
D - 4 golf frontage lots	2500 sq. ft. *
E - 13 golf frontage lots	2000 sq. ft. **
F - 8 golf frontage lots	2500 sq. ft. *
H - 15 golf frontage lots	1700 sq. ft.
Villas on Number Nine (14 condos)	1800 sq. ft.

* These sections also known as Innisbrook

** This section also known as Turnberry

EXHIBIT "E"

BUILDING SET-BACK REQUIREMENTS
 MAPLE RIDGE GOLF COMMUNITY

	FRONT	SIDE	SIDE-CORNER LOT	REAR
SECTION A	30'	10'	30'	30
SECTION B	30'	10'	30'	30'
SECTION C	30'	10'	30'	30'
SECTIONS C, CII, CIII & CIV	30'	10'	30'	30'
SECTIONS D & F	30'	15'	30'	40' *
SECTION E	30'	10'	30'	40' **
SECTION H	25'	8'	25'	30'

* also known as Innisbrook

** also known as Turnberry

EXHIBIT "F"

MAPLE RIDGE GOLF COMMUNITY
BUILDING AND DESIGN GUIDELINES

PREAMBLE

A great deal of special attention and care has been taken in the planning of Maple Ridge Golf Community. Detailed plans have been created to preserve the vegetation, topography, and the delicate balance of natural drainage systems, creeks and lakes. All improvements that have been planned will be strategically implemented to minimize alteration to the land and impact to the ecosystems. This philosophy will be continued at all levels of development, including individual homesites. Therefore, the Architectural Control Committee (ACC) has established some design standards and guidelines to help the contractor and/or homeowner accomplish these goals. The following Building and Design Guidelines are supplemental to any and all covenants, conditions and restrictions outlined in the Declaration of Covenants, Conditions and Restrictions.

ARTICLE I

SITE PREPARATION AND CONSTRUCTION

Total alteration of existing vegetation for building and site improvements shall not exceed sixty-five percent (65%) of the lot acreage, if practical. The foregoing includes any decks, patios, driveways and the house. The house footprint itself shall not exceed forty percent (40%) of the total lot acreage. If slopes resulting from side grading are not at such an angle as to permit quality maintenance in grass, they must be stabilized with appropriate ground cover. Site grading must be done so as to avoid surface drainage of water onto the adjoining lot. Natural drainage patterns must not be interfered with so as to impede the natural flow of surface water. Erosion control, such as straw bales, straw, matting and seeding or sodding, must be used to prevent the washing of each into the driveways, lakes and ravines, and the golf course, during and after construction. During construction, the lot owner is ultimately responsible for the work. Construction must be completed within one year from the date on which a building permit was issued. All clearing and grading must be performed in accordance with an approved site plan. There should be very little rubbish or extraneous building materials left on the lot for long periods of time. A gravel base should be put down in the driveway entrance immediately after clearing in order to limit the tracking of mud onto the streets. Construction permits must be placed at the site in visible areas at all times. The valley curb shall be considered the apron of each driveway and shall not be removed, cut or altered without prior approval.

ARTICLE II

HOUSE DESIGN

Extra bright colors on exterior surfaces will not normally be permitted. This includes exotic door colors, super graphics, and any surface material that tends to reflect light. Mirrors and artificial ornamental devices that are incompatible with the architecture will not be allowed on exterior surfaces. To maintain diversity of architecture within neighborhood areas, essentially complete duplications of exterior architectural design will not normally be permitted. All exterior lighting plans must be approved by the ACC. Driveway designs must be done with minimal disruption of natural grades. Retaining walls will be permitted only if they are well designed and constructed properly of approved materials. Swimming pools should be of moderate size and must be sited with minimum disruption of natural grades. All pools must have appropriate fencing and/or landscaping. Design and implementation of site work must provide for necessary drainage pipes, and drainage ways, to insure stabilization and prevent future erosion. Provisions must be made for existing drainage courses and structures. No existing drainage or structures may be tapped or altered without prior approval of the ACC. Each building submitted for review will be analyzed according to site topography and adjacent structures. Structure height is governed by restrictive covenants and architectural style. In no case shall a single family home exceed 2-1/2 stories (heated and cooled) or forty-five (45') feet above the finished floor elevation of the first floor. A solid perimeter foundation wall of brick or stone is required and no artificial stone or lattice screening will be allowed. It is recommended that all exterior walls be made of brick, stone, stucco, dryvit, redwood or cedar. Masonite siding can be used for dormers, gables, chimneys and under covered porches.

ARTICLE III

ROOFS

Flat roofs must be designed in such a manner and in such an elevation that the roof surface will not be visible from the street or golf course. Standing seam tin or other metal roofs shall be painted and detailed as approved by the ACC. Chimneys must be appropriate in size, scale, material and design to the style of roof and architecture. Wood chimneys will not generally be approved. Traditional colors for the roof should be used to avoid distracting from the natural surrounding colors or drawings one's eye away from the home design. Colors should keep the feeling of the overall facade design. A 8/12 pitch is recommended as the slope on the main portion of the roof. All vent stacks, exhaust vents, or other protrusions shall be inconspicuous locations and they shall be of a material which is unobtrusive (i.e., lead, gray pvc, copper) and colored so as not to stand out.

ARTICLE IV

GARAGES

It is recommended that garages must be entered from the side or rear of the house where possible. No garage door shall face Maple Ridge Trail. Carports are not allowed, and all garages must have exterior doors.

*Amended by BK 07
BK 5697*

ARTICLE V

WINDOWS AND DORMERS

Artificial applications to windows detract from the integrity of good design and are not allowed. Shiny aluminum window and sliding glass door frame trim will not be approved. The architectural style of window should be compatible with the house. Avoid, for example, using contemporary sliding glass doors with colonial windows. The size and types of dormers shall be appropriate to the architectural style of the building design. While insulating glass is recommended in all windows and doors, no mirrored film or unusual tinting will be approved. No exterior storm windows will be allowed.

ARTICLE VI

SETBACKS

Attached as Exhibit "E" are the building set-back requirements for each area within Phase One of the Maple Ridge Master Plan. These set-back standards govern both horizontal and vertical construction elements with the exception of driveways and path/walkways. Exceptions may be possible on a case by case basis from the ACC. All building set-backs are measured from, and perpendicular to, the property line.

ARTICLE VII

FENCING

** Amended by BK 5309 PG 28
Amended by BK 5951 PG 176*

Because of the importance of the view to and from the golf course to and from individual lots, fencing is an important issue to the community. In order to have a uniform and natural look along all golf frontage lots, all fencing must be natural colored wooden split rail type fence, not higher than four feet. Homeowners may install inside of the wood rail fence hog wire or landscaping to provide additional security or privacy. For all interior lots, we also recommend the split rail fence set out above, however, if another type of fencing is desired on interior lots, it must be submitted to the ACC for approval prior to construction of the fence. It is also recommended that trash receptacles, HVAC units and other service areas be fenced with material compatible to the house.

ARTICLE VIII

SIGNAGE AND MAIL BOXES

In order to provide a uniform and natural look along the front of each lot and house that is for sale, the developer has designed a special mail box and sign. Only these approved signs will be used by contractors and architects during construction and during the time prior to the closing of the home.

EXHIBIT "G"

BYLAWS

OF

MAPLE RIDGE GOLF COMMUNITY HOMEOWNERS' ASSOCIATION, INC.

WEISSMAN, NOWACK, CURRY & WILCO, P.C.

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BYLAWS

OF

MAPLE RIDGE GOLF COMMUNITY HOMEOWNERS' ASSOCIATION, INC.

Article I

Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Maple Ridge Golf Community Homeowners' Association, Inc. ("Association").

Section 2. Membership. The Association shall have one class of membership, as is more fully set forth in the Declaration of Protective Covenants for Maple Ridge, ("Declaration"). The provisions of the Declaration pertaining to membership are by this reference made a part of these Bylaws.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at another place convenient to the members as determined by the Board of Directors.

Section 2. Annual Meetings. The regular annual meeting of the Association shall be held during November or December of each year with the date, hour, and place to be set by the Board of Directors.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by Owners holding at least twenty-five (25%) percent of the total Association vote. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Unit a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Unit, he or she shall have designated by notice in writing to the Secretary such other address. The mailing of such notice or delivery of such notice by leaving at the residence located on the Unit in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than seven (7) nor more than thirty (30) days before a special

meeting and not less than twenty-one (21) nor more than sixty (60) days before an annual meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a Majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and these voting rights are specifically incorporated in these Bylaws.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Unit, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of Owners holding at least twenty-five (25%) percent of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 10. Action Without a Meeting. Any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter.

(a) A written ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action.

(b) Approval by written ballot pursuant to this Section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the corporation in order to be counted.

(d) A written ballot may not be revoked. The Association shall maintain such ballots in its file for a period of at least three (3) years.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors shall be members or spouses of such members; provided, however, no Person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. Declarant shall have the right to appoint or remove all members of the Board of Directors and all officers of the Association until such time as the first of the following events shall occur: (a) December 31, 2005; or (b) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Unit, vests in Declarant this authority to appoint and remove directors and officers of the Association. The directors and officers appointed by the Declarant need not be Owners or residents in the Community. The names of the initial directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

Section 3. Number of Directors. The Board shall consist of three (3) or five (5) members during the period in which the Declarant has the right to appoint directors and officers as described in Section 2 of this Article and five (5) members after the expiration of this right.

Section 4. Nomination of Directors. Except with respect to directors appointed by the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and three or more members of the Association, with at least one representative from each Neighborhood. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting to serve a term of one year or until their successor are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations for each slate shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of Office. Not later than thirty (30) days after termination of the Declarant's right to appoint directors and officers as described in Section 2 of this Article, the Association shall call a meeting to be held at which Owners shall elect five (5) directors. The terms of three (3) directors shall expire two (2) years after the first annual meeting following termination of the Declarant's right to appoint directors, and the terms of two (2) directors shall expire one (1) year after that annual meeting. At the expiration of the first term of office of each member of the initial Board of Directors, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

At each annual meeting of the membership, directors shall be elected to succeed those directors whose terms are expiring. Each member shall be entitled to cast one vote with respect to each vacancy to be filled from each slate on which the member is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by Owners holding a Majority of the votes entitled to be cast for the election of that director and a successor may then and there be elected by the members entitled to elect that director in order to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and its purpose and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a Majority vote of the directors at a meeting, a quorum being present. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. Except for replacement of at-large directors, any director appointed by the Board shall be selected from the Neighborhood represented by the director who vacated the position and shall serve for the remainder of the term of the director. This Section shall not apply to directors appointed by Declarant.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. Each director so selected shall serve the unexpired portion of the term of his predecessor.

Section 8. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority vote of the members. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors.

Section 9. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed

to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed and to discuss the proposed contract, unless requested by any other director to leave the room during the discussion.

B. Meetings.

Section 10. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days at the time and place determined by the Board.

Section 11. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of the meetings.

Section 12. Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 13. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed to have been given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 14. Quorum of Board of Directors. At all meetings of the Board of Directors, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially

present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 15. Compensation. No director shall receive any compensation from the Association for acting as a director unless approved by a Majority of the Owners.

Section 16. Action Without A Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

Section 17. Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors participating by telephone shall be deemed to be present at such meeting for quorum and other purposes. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparing and adopting an annual budget in which there shall be established the contribution of each Owner to the common expenses and neighborhood expenses, if any;

(b) making assessments to defray the common expenses and neighborhood expenses, if any, establishing the means and methods of collecting the assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such

personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 19. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for any lawful purpose including, without limitation, repair or restoration of the Common Property and facilities, without the approval of the members of the Association. However, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, or the total amount of such borrowing exceeds or would exceed Ten Thousand (\$10,000.00) Dollars outstanding debt at any one time.

Section 21. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer or director in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. 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, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association under Article III, Section 2 of these Bylaws, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the removal will serve the best interests of the Association.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V Committees

Section 1. General. The Board of Directors is authorized to establish committees to perform those tasks and to serve for those periods that it designates. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Neighborhood Committees. In addition to any other committees appointed as provided above, the Board of Directors may establish a Neighborhood Committee for each Neighborhood. Each Neighborhood Committee shall consist of three (3) members.

The members of each Neighborhood Committee shall be elected annually by the vote of Owners of Units within that Neighborhood. The first elections shall be called by the Board of Directors of the Association not later than sixty (60) days after conveyance of fifty-one (51%) percent of the Units in the Neighborhood to Persons other than a builder or developer. Election of a Neighborhood Committee may be held by mail-in-ballot sent out by the Board of Directors for the initial election and after the initial election by the Neighborhood Committee. Each Owner shall have one (1) vote per Unit. Committee members shall be elected for a term of one (1) year and until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Committee.

It shall be the responsibility of the Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those which the Association is obligated to provide pursuant to any applicable Supplementary Declaration and those provided to all members of the Association in accordance with the Declaration; provided, however, such special services requested by the Neighborhood

shall have the approval of Owners representing at least fifty-one (51%) percent of the total votes in the Neighborhood. A Neighborhood Committee may advise the Board on any issue, but shall not have the authority to bind the Board of Directors.

The Owners of Units within the Neighborhood holding at least fifty-one (51%) percent of the total votes of Units in the Neighborhood shall constitute a quorum at any meeting of the Neighborhood. In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III, Sections 10, 11, 12, 13, 14, 16, 17, 18, and 19 of these Bylaws. Each Neighborhood Committee shall elect a chairperson from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors.

Article VI
Rule Making and Enforcement

Section 1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Property; provided, copies of all such rules and regulations shall be furnished to all Owners and occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a Majority of the total Association vote at an annual or special meeting of the membership.

Every Owner and occupant shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Unit Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. If any occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Owner and/or occupant, subject to Section 2 below. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Fining and Suspension Procedure. The Board shall not impose a fine or suspend the right to vote or to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (a) below. However, compliance with this Section 2 shall not be required for the following: (i) late charges on delinquent assessments, or (ii) suspension of voting rights if an Owner is shown on the

Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic.

(a) Notice. If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

Section 3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations or performing maintenance on any Unit upon a failure by the Unit Owner to do so) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 2 of this Article. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

The Association or its duly authorized agent shall have the power to enter the property of an Owner outside the dwelling or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Unit Owner. Additionally, the Association shall have the authority to record in the Muscogee County land records a notice of violation identifying an uncured violation of the Declaration, Bylaws or rules and regulations regarding the Unit.

Article VII
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the Person presiding over the proceeding.

Section 3. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Unit Owner, at the address which the Unit Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(b) If to an occupant, at the address of the Unit occupied; or

(c) If to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

Section 4. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 5. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

Section 6. Amendment. These Bylaws may be amended unilaterally at any time and from time to time by Declarant (a) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (b) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to the Declaration; (c) if an amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable the lender or purchaser to make or purchase Mortgage loans on the Units subject to the Declaration; or (d) if an amendment is

necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Units subject to the Declaration. However, any such amendment shall not adversely affect the title to any Owner's Unit unless any Unit Owner consents to the amendment in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article IX, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Unit Owner, it shall not adversely affect title to any Unit without the consent of the affected Unit Owner and such amendment shall be in conformity with the general purpose of the restrictions, conditions, limitations, land uses and reservations herein contained.

In addition to the above, these Bylaws may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least a Majority of the total Association vote and the consent of the Declarant (so long as Declarant has an option unilaterally to subject additional property to the Declaration as provided in Article IX of the Declaration). Amendments to these Bylaws shall become effective upon recordation, unless a later effective date is specified in the amendment. No provision of these Bylaws which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written consent so long as the Declarant owns any property in the Community, or subject to annexation to the Community, primarily for development and/or sale.

Section 7. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the Owners may, by a Majority of the Association vote, require that the Association accounts be audited as a Common Expense by an independent accountant.

Section 8. Books and Records. To the extent provided in O.C.G.A. § 14-3-1602, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Member.

FILED RECORDED
 MAR 16 1998 -- MAR 17 1998
 M. LINDA PIERCE, CLERK, S.C.M.C., GA

5049 PG 177

Remit to: Developers-Investors, Inc.
P.O. Box 140
Columbus, GA 31902
Attn: Charle Sanders

Georgia Muscogee County
Clerk's Office, Superior Court
of said County.
FILED FOR RECORD ON
SEP - 3 1998
at 8:45 AM and recorded in
Deed Book 5049 Folio 177
SEP - 4 1998
M. LINDA PIERCE, Clerk
S.C.M.C. GA

SEVENTH AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MAPLE RIDGE GOLF COMMUNITY

Developers-Investors, Inc., a Georgia Corporation, hereinafter called "Declarant," is the owner in fee simple of certain real property located in Muscogee County, State of Georgia, set out herein below, and

On August 11, 1993 Developers-Investors, Inc. filed the original Declaration in the Office of Clerk of Superior Court of Muscogee County, Georgia and said Declaration are recorded in Deed Book 3847, Page 30 et seq.; and

Pursuant to Article II, Section 2 of said Declarations, Developers-Investors, Inc., desires to add additional property to come subject to the aforesaid Covenants, Conditions and Restrictions.

ARTICLE I

ADDITIONAL PROPERTY

The following will be added to the full force and effect of the Covenants, Conditions and Restrictions of Maple Ridge Golf Community: to-wit:

All those lots, tracts or parcels of land situate, lying and being in Land Lots 20 of the 8th District and also within Land Lot 296 of the 19th District, Columbus, Muscogee County, Georgia, and being all of the lots in Section "F", Phase II, as said lots are shown on a map or plat entitled "Maple Ridge Golf Community - Section "F" - Phase II", prepared by Jordan, Jones & Goulding under date of June 22, 1998, a copy of said plat being recorded in Plat Book 136, Folio 58, in the Office of the Clerk of Superior County of Muscogee County, Georgia, and;

All those lots, tracts or parcels of land situate, lying and being in Land Lot 20 of the 8th District, and also within Land Lots 268 & 296 of the 19th District, Columbus, Muscogee County, Georgia, and being all of the lots in Section "E" - Phase II, Maple Ridge Golf Community, as said lots are shown on a map or plat entitled "Maple Ridge Golf Community - Section "E" - Phase II", prepared by Jordan, Jones & Goulding under date of June 22, 1998, a copy of said plat being recorded in Plat Book 136, Folio 57, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED

DEVELOPERS-INVESTORS, INC.
By: _____
By: _____

Signed, sealed and delivered
in the presence of _____

Clerk of Superior Court, Muscogee County, Georgia
My Commission Expires June 15, 2001

M. LINDA PIERCE, CLERK
S.C.M.C. GA

041163

FILED FOR RECORD

98 SEP -3 AM 8:45

FILED AND RECORDED APR 13 1999 OCTOBER
1999-0012613
M. Linda Pierce
Clerk of Superior Court
Muscookee County, Georgia

*return to:
Doug Jett
W.L. Bradley Real Estate
P.O. Box 140
Clemson, GA 29632*

STATE OF GEORGIA

COUNTY OF MUSCOGEE

Cross Reference: Deed Book 4903
Page 063

SCRIVENER'S AFFIDAVIT

Personally appeared before me, the undersigned deponent, who, being duly sworn, deposes and says as follows:

1. THAT, she prepared the amended and restated Declaration of Conditions, Covenants, Restrictions and Easements for Maple Ridge Golf Community ("Declaration") recorded on March 16, 1998 in Deed Book 4903, Page 063 et seq. of the Muscookee County land records; and

2 THAT, in the second paragraph of Article IV, Section 3 of Declaration, reference is made to Section 10 of Article IV; and

3. THAT, due to a scrivener's error Section 10 of Article IV was omitted from the Declaration; and

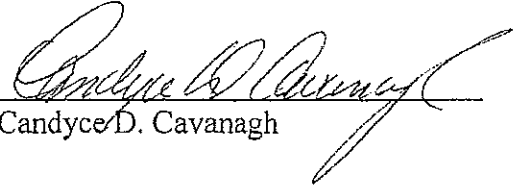
4. THAT, Article IV, Section 10 should read as follows:

Section 10. Declarant Assessments. If there is a deficit in the Association's operating budget (excluding reserves), notwithstanding Section 8 of this Article, so long as the Declarant has the right to appoint the officers and directors of the Association under Article III, Section 2 of the Bylaws, the Declarant may annually elect either to pay assessments on its Lots in the same amount as are payable by the Owners of all Lots or to pay to the Association the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year, so long as whichever method chosen by the Declarant is sufficient to at least fund the operating deficit of the Association. Unless the Declarant otherwise notifies the Board of Directors in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the

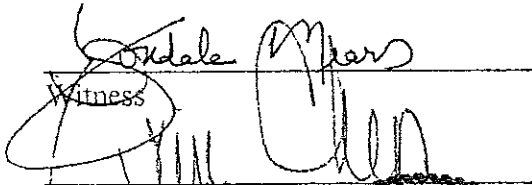
M. Linda Pierce
Clerk of Superior Court
Muscookee County, Georgia

same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash, or by "in kind" contributions of services or materials, or a combination of these.

DEPONENT: CANDYCE D. CAVANAGH

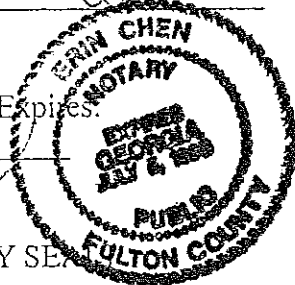

Candyce D. Cavanagh

Sworn to and subscribed to
before me this 24th day of
APRIL, 1999.


Witness


Notary Public

My Commission Expires:



[NOTARY SEAL]

F:\USER\CANDYCE\CA\MISC\maple.rtf

Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA
COUNTY OF MUSCOGEE

Cross Reference: Deed Book 4903
Page 063

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 15th day of April, 1999, by
Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and
Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book
4903, Page 63, et seq., Muscogee County, Georgia records (hereafter referred to as the
"Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a
unilateral right and option to subject property to the terms of the Declaration for filing by record
in the Muscogee County, Georgia records a Supplementary Declaration describing the property
being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 267, 268, 296, and 297 of the 19th District, Columbus, Muscogee County, Georgia, being all of the lots in Section C Phases V and VI as shown on the survey by Jordan Jones Goulding dated March 17, 1999, a copy of the plat being recorded in Plat Book 138, Folio 51, in the office of the Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

From and after the date of recording of the Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

3.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by deleting that Exhibit in its entirety and substituting a new Exhibit "D" which is attached hereto and incorporated herein by this reference.

4.

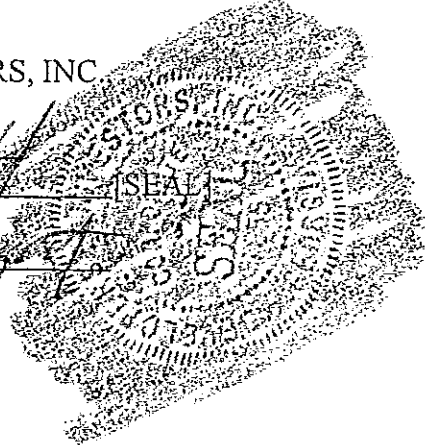
Exhibit "E" titled Building Set Back Requirements shall be amended by deleting that Exhibit in its entirety and substituting a new Exhibit "E" which is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 15th day of April, 1999.

DEVELOPERS-INVESTORS, INC.
a Georgia Corporation

By: [Signature] [SEAL]

Title: attorney at law



SWORN to and subscribed to before me

this 15th day of April, 1999.

[Signature]
Witness

[Signature]

NOTARY PUBLIC

My commission expires: June 15, 2001

[NOTARY SEAL]



EXHIBIT "D"

MINIMUM SQUARE FOOTAGE REQUIREMENTS

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
H	1700 sq. ft.
A interior lots	1900 sq. ft.
golf frontage lots	2000 sq. ft.
C, C-II	1800 sq. ft.
B	2500 sq. ft.
C-III	2000 sq. ft.
C-IV, C-V, C-VI	1800 sq. ft.
D, F, F-II	2500 sq. ft.*
E, E-II, E-III	2000 sq. ft.**
The Villas on Number Nine Condominiums	1800 sq. ft.

* also known as Innisbrook
** also known as Turnberry

EXHIBIT "E"

BUILDING SET-BACK REQUIREMENTS

MAPLE RIDGE GOLF COMMUNITY

	FRONT	SIDE	SIDE-CORNER LOT	REAR
SECTION A	30'	10'	30'	30
SECTION B	30'	10'	30'	30'
SECTIONS C, C-II, C-III, C-IV, C-V, C-VI	30'	10'	30'	30'
SECTIONS D, F, F-II	30'	15'	30'	40' *
SECTION E, E-II, E-III	30'	10'	30'	40' **
SECTION H	25'	8'	25'	30'

* also known as Innisbrook

** also known as Turnberry

Return to: Developer's Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902-0140
Attention: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

SCRIVENER'S AFFIDAVIT

Personally appeared before me, the undersigned deponent, who, being duly sworn, deposes and says as follows:

1. THAT, she prepared the amended and restated Declaration of Conditions, Covenants, Restrictions and Easements for Maple Ridge Golf Community ("Declaration") recorded on March 16, 1998 in Deed Book 4903, Page 063 et seq. of the Muscookee County land records; and

2 THAT, the second paragraph of the prefatory language identifies filing dates and Deed Book references for amendments to the original Declaration; and

3. THAT, due to a scrivener's error some of the Deed Book and page references are not correct; and

4. THAT, the second WHEREAS paragraph should read as follows:

<u>Filing Date</u>	<u>Deed Book/Page</u>
October 15, 1993	3893/188
December 14, 1993	3939/077
June 24, 1994	4074/082 -
April 30, 1996	4455/214
October 10, 1997	4793/082
December 31, 1997	4852/136
December 31, 1997	4852/137

DEPONENT: CANDYCE D. CAVANAGH

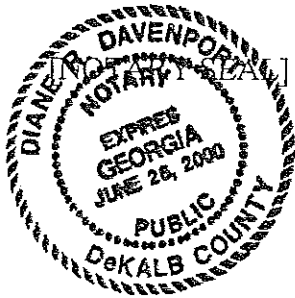
Candyce D. Cavanagh
Candyce D. Cavanagh

Sworn to and subscribed to
before me this 27th day of
April, 1999.

J Taylor
Witness

Diane R. Davenport
Notary Public

My Commission Expires:



Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Attention: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

ADDITION TO DESIGN GUIDELINES

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on August 11, 1993, in Deed Book 3847, Page 30, et seq., Muscogee County, Georgia records ("Original Declaration"); and

WHEREAS, the Original Declaration was amended by amendments recorded in the Muscogee County, Georgia records as follows:

<u>Recording Date</u>	<u>Deed Book/Page</u>
October 15, 1993	3893/188, <u>et seq.</u> ;
December 14, 1993	3439/77, <u>et seq.</u> ;
June 24, 1994	4074/72, <u>et seq.</u> ;
April 30, 1996	4455/214, <u>et seq.</u> ;
October 10, 1997	4793/002, <u>et seq.</u> ;
December 31, 1997	4752/136, <u>et seq.</u> ;
December 31, 1997	4752/137, <u>et seq.</u> ; and

WHEREAS, the original Declaration was amended and restated in its entirety by that amendment recorded on March 16, 1998 in Deed Book 4903, Page 063 et seq., of the Muscogee County land records; and

WHEREAS, Design Guidelines are attached to the Declaration as Exhibit "F"; and

WHEREAS, the Architectural Control Committee desires to clarify the intent of Article VII of the Design Guidelines to expressly state that landscaping as well as fencing are regulated to preserve the importance of the view to and from the golf course and to and from individual lots; and

WHEREAS, this revision is a clarification of an existing policy and not a change or amendment;

NOW THEREFORE, pursuant to the terms of Article X, Section 4 of the Declaration, Article VII is hereby revised to clarify the intent of the Design Guidelines as follows:

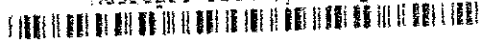
ARTICLE VII

FENCING

Because of the importance of the view to and from the golf course and to and from individual lots, fencing and landscaping are important issues to the community. In order to have a uniform and natural look along all golf frontage lots, all fencing must be natural colored wooden split rail type fence, not higher than four feet (4'). Homeowners may install inside the wood rail fence hog wire or landscaping to provide additional security or privacy. Shrubbery installed inside of or in lieu of a split rail fence may not exceed four feet (4') in height. For all interior lots, we also recommend the split rail fence set out above, however, if another type of fencing is desired on interior lots, it must be submitted to the ACC for approval prior to construction of the fence. It is also recommended that trash receptacles, HVAC units and other service areas be fenced with material compatible to the house.

IN WITNESS WHEREOF, the undersigned members of the Architectural Control Committee hereby certify that the above-referenced clarification of existing policy at Maple Ridge is duly adopted.

[SIGNATURES ON PAGE 3]



MAPLE RIDGE ARCHITECTURAL CONTROL COMMITTEE

By: *Ally Mout*
Chairman

Attest: *Quinn Willitt*

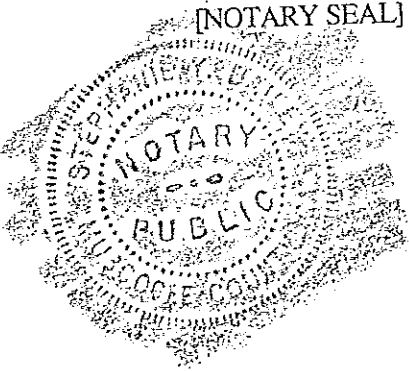
Title: *ACC Vice Chair*

SWORN to and subscribed to before me
this *21st* day of *June*, 1999.

Cassius D. Bell
Witness

Stephanie Bailey
NOTARY PUBLIC

My commission expires: *4/27/03*



Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 4th day of October, 1999, by
Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscookee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscookee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 268 of the 19th District, Columbus, Muscogee County, Georgia, being all of the lots in Section E Phase III as shown on the survey by Jordan Jones Goulding dated August 31, 1999, a copy of the plat being recorded in Plat Book 13, Folio 79, in the office of the Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

From and after the date of recording of the Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 4th day of October, 1999.

DEVELOPERS-INVESTORS, INC.,
a Georgia Corporation

By: [Signature] [SEAL]

Title: Pres

Sworn to and subscribed to before me
this 4th day of October, 1999.

[Signature]
Witness

[Signature]
NOTARY PUBLIC

My Commission Expires April 27th, 2006

My commission expires: _____

[NOTARY SEAL]

D:\Documents\Supplemental.cll.doc

CAN'T LOCATE ORIGINAL w/ 7/31/01

Deed Book 5529 Pg 291
Filed and Recorded Mar-23-2000 10:43am
2000-0012156
M. Linda Pierce
Clerk of Superior Court
Muscookee County, Georgia

Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 23rd day of March, 2000, by
Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions
for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq.,
Muscookee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral
right and option to subject property to the terms of the Declaration for filing by record in the Muscookee
County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 20 of the 268th District, Columbus, Muscogee County, Georgia, being all of the lots in Section J Phase 1, Section F extension and Section D extension as shown on the survey by Terry D. Hogg, Jordan Jones Goulding dated March 1, 2000, a copy of the plat being recorded in Plat Book 140, Folio 100 in the office of the Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

The property designated on the above-referenced plat as Section J, Phase 1 shall be known as the Ballantyne Neighborhood.

3.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by adding the following thereto.

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
J, Phase 1	1500 sq. ft.
F Extension	2500 sq. ft.
D Extension	2500 sq. ft.

4.

Exhibit "E" titled Building Set Back Requirements shall be amended by adding the following thereto:

	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
SECTION J, Phase 1	20'	(zero lot line; See plat)	30'
SECTION F Extension	30'	15'	40'
SECTION D Extension	30'	15'	40'

5.

Article V, Section 1 of the Declaration shall be amended by adding thereto the following:

In the Ballantyne Neighborhood, the Association shall perform common lawn maintenance on the front and side yards, including, but not limited to, weed eating, edging, fertilizing, and pine straw on beds in the front and side yards, the cost of which shall be a Neighborhood Assessment. Said maintenance responsibility shall exclude maintenance and replacement of trees, shrubs, plants and flowers.

If there is a Neighborhood Committee for the Ballantyne Neighborhood, that Committee may make recommendations to the Board of Directors regarding contractors to perform such maintenance and regarding the budget for such maintenance. The Board shall have the authority to delegate responsibility for managing the landscape contract to the Neighborhood Committee. Notwithstanding any other provisions in the Declaration to the contrary, the Association shall perform this maintenance unless ninety (90%) percent of the Owners of Lots in the Ballantyne Neighborhood agree by affirmative vote or written consent, or any combination thereof, to terminate said service.

6.

Article VII of Exhibit "F" to the Declaration shall be amended by adding thereto the following:

In the Ballantyne Neighborhood, only split rail fencing will be permitted.

7.

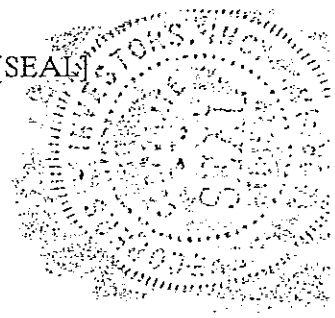
From and after the date of recording of the Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 23rd day of March, 2000.

DEVELOPERS-INVESTORS, INC.,
a Georgia Corporation

By: [Signature] [SEAL]

Title: Pres.



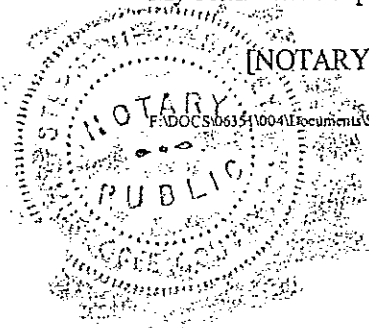
Sworn to and subscribed to before me
this 23rd day of March, 2000.

[Signature]
Witness

[Signature]
NOTARY PUBLIC

My commission expires: 4/27/05

[NOTARY SEAL]



F:\DOCS\06351\004\Documents\Supplemental.JI,D&E ext.doc

EXHIBIT "D"

MINIMUM SQUARE FOOTAGE REQUIREMENTS

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
H	1700 sq. ft.
A interior lots	1900 sq. ft.
golf frontage lots	2000 sq. ft.
C, C-II	1800 sq. ft.
B	2500 sq. ft.
C-III	2000 sq. ft.
C-IV, C-V, C-VI	1800 sq. ft.
D, F, F-II	2500 sq. ft.*
E, E-II, E-III	2000 sq. ft.**
The Villas on Number Nine Condominiums	1800 sq. ft.

* also known as Innisbrook

** also known as Turnberry

EXHIBIT "E"

BUILDING SET-BACK REQUIREMENTS

MAPLE RIDGE GOLF COMMUNITY

	FRONT	SIDE	SIDE-CORNER LOT	REAR
SECTION A	30'	10'	30'	30
SECTION B	30'	10'	30'	30'
SECTIONS C, C-II, C-III, C-IV, C-V, C-VI	30'	10'	30'	30'
SECTIONS D, F, F-II	30'	15'	30'	40' *
SECTION E, E-II, E-III	30'	10'	30'	40' **
SECTION H	25'	8'	25'	30'

* also known as Innisbrook

** also known as Turnberry

Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA
COUNTY OF MUSCOGEE

Cross Reference: Deed Book 4903
Page 063

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 25th day of May, 2000, by Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscookee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscookee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 268 of the 19th District, Columbus, Muscogee County, Georgia, being all of the lots in Section C, Phase VII as shown on the survey by Terry D. Hogg, Jordan Jones Goulding dated May 10, 2000, a copy of the plat being recorded in Plat Book 141, Folio 31, in the office of the Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

From and after the date of recording of the Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

3.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by deleting that Exhibit in its entirety and substituting a new Exhibit "D" which is attached hereto and incorporated herein by this reference.

4.

Exhibit "E" titled Building Set Back Requirements shall be amended by deleting that Exhibit in its entirety and substituting a new Exhibit "E" which is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 25th day of May, 2000.

DEVELOPERS-INVESTORS, INC.,
a Georgia Corporation

By: [Signature] [SEAL]
Title: authorized agent

SWORN to and subscribed to before me
this 25th day of May, 2000.

[Signature]
Witness

[Signature]
NOTARY PUBLIC

My commission expires: 4/27/2003

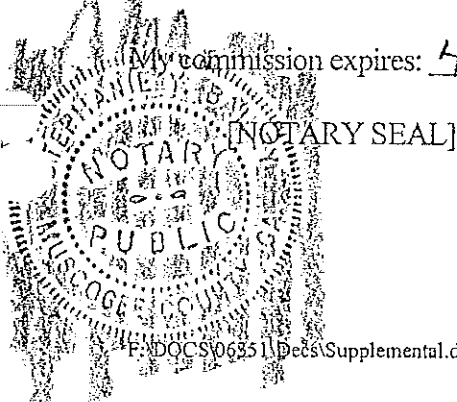


EXHIBIT "D"

MINIMUM SQUARE FOOTAGE REQUIREMENTS

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>	
H	1700 sq. ft.	
A	interior lots	1900 sq. ft.
	golf frontage lots	2000 sq. ft.
C, C-II		1800 sq. ft.
B		2500 sq. ft.
C-III		2000 sq. ft.
C-IV, C-V, C-VI, C-VII		1800 sq. ft.
D, D Extension, F, F Extension, F-II		2500 sq. ft. *
E, E-II, E-III		2000 sq. ft. **
J, Phase I		1500 sq. ft. ***
The Villas on Number Nine Condominiums		1800 sq. ft.

* also known as Innisbrook

** also known as Turnberry

*** also known as Ballantyne

EXHIBIT "E"

BUILDING SET-BACK REQUIREMENTS

MAPLE RIDGE GOLF COMMUNITY

	FRONT	SIDE	SIDE-CORNER LOT	REAR	
SECTION A	30'	10'	30'	30'	
SECTION B	30'	10'	30'	30'	
SECTIONS C, C-II, C-III, C-IV, C-V, C-VI, C-VII	30'	10'	30'	30'	
SECTIONS D, D Extension, F, F Extension, F-II	30'	15'	30'	40'	*
SECTION E, E-II, E-III	30'	10'	30'	40'	**
SECTION H	25'	8'	25'	30'	
SECTION J, Phase I	25'	(zero lot line; refer to plat)		30'	***

* also known as Innisbrook
 ** also known as Turnberry
 *** also known as Ballantyne

Filed and Recorded Oct-23-2000 02:50pm
2000-10-23 14:33:33
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00
M. Linda Pierce
Clerk of Superior Court
Muscookee County, Georgia

Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Attention: Douglas M. Jefcoat

STATE OF GEORGIA
COUNTY OF MUSCOGEE

Cross Reference: Deed Book 4903
Page 063

AMENDMENT TO DESIGN GUIDELINES

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on August 11, 1993, in Deed Book 3847, Page 30, et seq., Muscookee County, Georgia records ("Original Declaration"); and

WHEREAS, the Original Declaration, as amended, was amended and restated in its entirety by that amendment recorded on March 16, 1998 in Deed Book 4903, Page 063 et seq., of the Muscookee County land records ("Declaration"); and

WHEREAS, Article X, Section 4 of the Declaration provides that Architectural Control Committee shall have sole and full authority to amend the Design Guidelines from time to time, without the consent of the Owners notwithstanding the procedures set forth in Article XIII, Section 4 of the Declaration; and

WHEREAS, Design Guidelines are attached to the Declaration as Exhibit "F"; and

WHEREAS, the Architectural Control Committee desires to supplement Article V of the Design Guidelines regarding field applied window glass coatings;

NOW THEREFORE, pursuant to the terms of Article X, Section 4 of the Declaration, Article V of the Design Guidelines is hereby amended as follows:

ARTICLE V

WINDOWS AND DORMERS

Artificial applications to windows detract from the integrity of good design and are not allowed. Shiny aluminum window and sliding glass door frame trim will not be approved. The architectural style of window should be compatible with the house. Avoid, for example, using contemporary sliding glass doors with colonial windows. The size and types of dormers shall be appropriate to the architectural style of the building design. While insulating glass is recommended in all windows and doors, no mirrored film or unusual tinting will be approved. With prior written approval by the ACC, certain nonmirrored low tint field applied window glass coatings may be acceptable. The ACC shall make available specifications for acceptable field applied window glass coatings. No exterior storm windows will be allowed.

IN WITNESS WHEREOF, the undersigned members of the Architectural Control Committee hereby certify that the above-referenced amendment to the Design Guidelines for Maple Ridge is duly adopted.

MAPLE RIDGE ARCHITECTURAL CONTROL COMMITTEE

By: [Signature]
Chairman
Attest: Bill Green
Title: Const. Mgr.

SWORN to and subscribed to before me
this 3rd day of October, 2000.

Chris Sanders
Witness

[Signature]
NOTARY PUBLIC

My commission expires: 4/27/03

P U B [NOTARY SEAL]

Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA Cross Reference: Deed Book 4903
Page 063
COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 23rd day of October, 2000, by
Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscookee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscookee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 20 of the 8th District, Columbus, Muscookee County, Georgia, being all of the lots in Section K Phase 1 as shown on the survey by Robert P. Cleghorn, Jordan Jones Goulding dated August 12, 2000 and revised on September 14, 2000, a copy of the plat being recorded in Plat Book 142, Folio 10 in the office of the Clerk of Superior Court of Muscookee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

The property designated on the above-referenced plat as Section K, Phase 1 shall be known as the Adelaide Section.

3.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by adding the following thereto.

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
K-1	2000 sq. ft.

4.

Exhibit "E" titled Building Set Back Requirements shall be amended by adding the following thereto:

	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
SECTION K, Phase 1	30'	10'	40'

5.

From and after the date of recording of this Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 24th day of October, 2000.

DEVELOPERS-INVESTORS, INC.,
a Georgia Corporation

By: Mat Swift [SEAL]

Title: Pres.

Sworn to and subscribed to before me
this 23rd day of October, 2000.

Janice Venuto
Witness

Stephanu Bealy
NOTARY PUBLIC



Return to: Developers Investors, Inc
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 1st day of December, 2000, by
Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscookee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscookee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 268 of the 19th District, Columbus, Muscogee County, Georgia, being all of the lots in the Estate Lots Section as shown on the survey by A.B. Moon, Jr., R.L.S., Moon, Meeks, Mason & Vinson, Inc., dated November 6, 2000, a copy of the plat being recorded in Plat Book 142, Folio 64 in the office of the Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by adding the following thereto.

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
* Estate Lots	3500 sq. ft.

3.

Exhibit "E" titled Building Set Back Requirements shall be amended by adding the following thereto:

	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
ESTATE LOTS	30'	15'	30'

4.

Lot 5, Block "Z" as shown on the above referenced plat shall be known as the "Plantation House Lot." It is acknowledged that the existing dwelling on the Plantation House Lot was constructed prior to construction of Masters Lane and is situated on the Lot so that the front of the dwelling faces the lake and the rear of the dwelling faces Masters Lane with a pool between the rear of the dwelling and Master's Lane. Pursuant to the terms of Article VI, Section 30 of the Declaration granting the Declarant the right to modify restrictions with respect to unsold parcels, it is acknowledged and agreed that the typical architectural control standards will not apply to the Plantation House Lot due to the unique manner in which the existing structure is situated on the Lot and that the Architectural Control Committee shall have latitude to treat this Lot in a unique way and grant variances as appropriate. Further, the Board of Directors or the Architectural Control Committee, as appropriate, shall have authority to grant variances to use restrictions set forth in the Declaration to accommodate the unique nature of the Plantation House Lot. Notwithstanding anything herein, the Owner of the Plantation House Lot shall be required to submit plans and specifications to the Architectural Control Committee as provided for in Article X of the Declaration, as amended or as may be amended.

* Amended by BK 5977 PG 150 { Lots 1, 2, 8, 9, 10, 11 & 12 = 3250 sq ft min.
Lots 3, 4, 5, 6 & 7 = 3500 sq ft min.

From and after the date of recording of this Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 1st day of December, 2000.

DEVELOPERS-INVESTORS, INC.,
a Georgia Corporation

By: Mat Swift [SEAL]

Title: Pres.

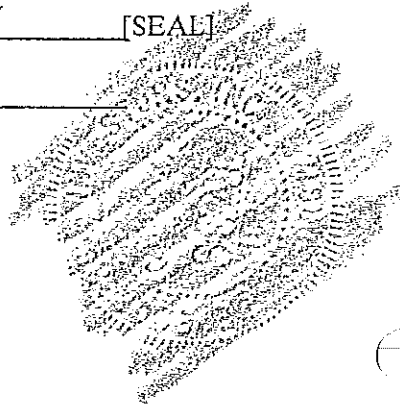
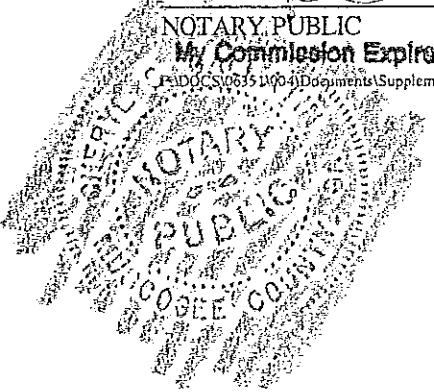
Sworn to and subscribed to before me
this 1st day of December, 2000.

[Signature]
Witness

Charles Gallatin

NOTARY PUBLIC
My Commission Expires August 6th, 2003

C:\ADDCS\063511004\Documents\Supplemental.Estate.Lots.doc



Deed Book 57.312 Pg 202
Filed and Recorded Dec-05-2000 12:53pm
2000-1004376
M. Linda Pierce
Clerk of Superior Court
Muscookee County, Georgia
1 1001 11 001 01 01 11 1000 00 11 10 110 11 001 10 110 11 001 00 11 1000

Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 15th day of December, 2000,
by Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscookee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscookee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lots 267 and 268 of the 19th District, Columbus, Muscookee County, Georgia, being all of the lots in Section C, Phase VIII as shown on the survey by A.B. Moon, Jr., R.L.S., Moon, Meeks, Mason & Vinson, Inc., dated November 10, 2000, a copy of the plat being recorded in Plat Book 142, Folio 65 in the office of the

63
* corrected by
BK 5998
PB 152

Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by adding the following thereto.

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
C-VIII	1800 sq. ft.

3.

Exhibit "E" titled Building Set Back Requirements shall be amended by adding the following thereto:

	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
SECTION C, Phase VIII	30'	10'	30'

4.

From and after the date of recording of this Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 1st day of December, 2000.

DEVELOPERS-INVESTORS, INC.,
a Georgia Corporation

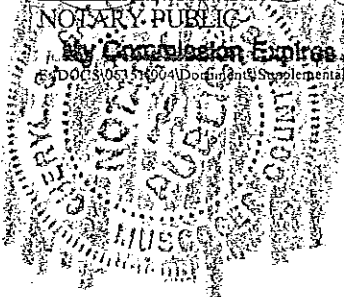
By: Mat Swift [SEAL]
Title: Pres.

Sworn to and subscribed to before me
this 1st day of December, 2000.

Caroline Stahl
Witness

[Signature]
NOTARY PUBLIC

My Commission Expires August 6th, 2002
C:\DOC\805154004\Don\jen\Supplemental C-VIII.doc



Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 11th day of December, 2000, by
Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscogee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscogee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 20 of the 8th^h District, Columbus, Muscookee County, Georgia, being the Manors of Innisbrook Condominium as shown on the survey for the Manors of Innisbrook Condominium by A.B. Moon, Jr., R.L.S., Moon, Meeks, Mason & Vinson, Inc., dated August 18, 2000, a copy of the plat being recorded in Condominium Plat Book 1, Folio 112 in the office of the Clerk of Superior Court of Muscookee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by adding the following thereto.

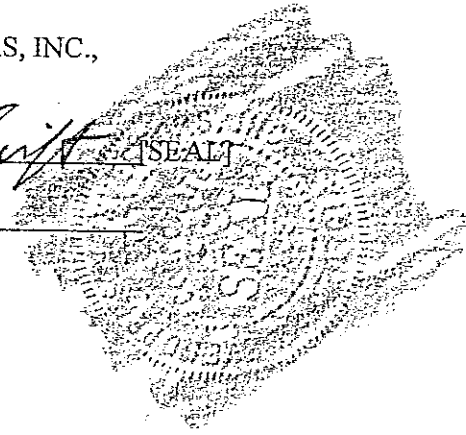
<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
Manors of Innisbrook	2,000 sq. ft.

3.

From and after the date of recording of this Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 18th day of December, 2000.

DEVELOPERS-INVESTORS, INC.,
a Georgia Corporation

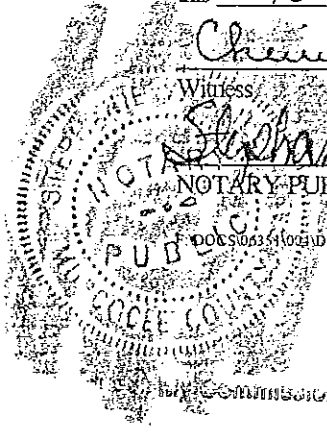
By: Mat Swift 

Title: President

Sworn to and subscribed to before me
this 18th day of December, 2000.

Cherie Sanders

Witness
Stephanie Bailey
NOTARY PUBLIC



F:\00651035\1003 Documents\Supplement Manors.doc

My Commission Expires April 27th, 2003

Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 18th day of May, 2001, by
Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscookee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscookee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 268 and 296 of the 19th District, Columbus, Muscookee County, Georgia, being all of the lots in Section L Phase 1 as shown on the survey by A.B. Moon, Jr., Moon, Meeks, Mason & Vinson, Inc. dated March 28, 2001, a copy of the plat being recorded in Plat Book 143, Folio 97 in the office of the Clerk of Superior Court of Muscookee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

The property designated on the above-referenced plat as Section L, Phase I shall be known as Pelican Hill.

3.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by adding the following thereto.

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
L-1	2500 sq. ft.

4.

Exhibit "E" titled Building Set Back Requirements shall be amended by adding the following thereto:

	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
SECTION L, Phase I	30'	15'	40'

5.

From and after the date of recording of this Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 18th day of May, 2001.

DEVELOPERS-INVESTORS, INC.,
a Georgia Corporation

By: [Signature]

SEAL

Title: Pres

Sworn to and subscribed to before me
this 18th day of May, 2001.

[Signature]

Witness:
[Signature]

NOTARY PUBLIC

GA

D:\DCS\0031004\Documents\Supplemental.L1.doc

My Commission Expires April 27th, 2003

NOW, THEREFORE, pursuant to the terms of Article X, Section 4 of the Declaration, Article VII of the Design Guidelines is hereby amended as follows:

ARTICLE VII

FENCING

Because of the importance of the view to and from the golf course and park areas to and from individual lots, fencing is an important issue to the community. In order to have a uniform and natural look along all golf frontage lots and all park frontage lots, all fencing must be natural colored wood split rail type fence, not higher than four feet (4'). In the Ballantyne Neighborhood, only split rail fencing will be permitted. Homewners may install inside the wood rail fence hog wire or landscaping to provide additional security or privacy. Shrubbery installed inside of or in lieu of a split rail fence may not exceed four feet (4') in height. For all interior lots, we also recommend the split rail fence set out above, however, if another type of fencing is desired on interior lots, it must be submitted to the ACC for approval prior to construction of the fence. It is also recommended that trash receptacles, HVAC units, and other service areas be fenced with material compatible to the house.

IN WITNESS WHEREOF, the undersigned members of the Architectural Control Committee hereby certify that the above-referenced amendment to the Design Guidelines for Maple Ridge is duly adopted.

MAPLE RIDGE ARCHITECTURAL CONTROL COMMITTEE

By: [Signature]
Chairman

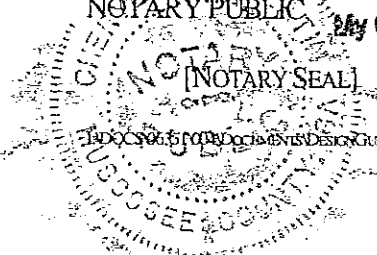
Attest: Bill Green

Title: Vice Chair

SWORN to and subscribed to before me
this 27th day of June, 2001.

Cheris Sanders
Witness

[Signature]
NOTARY PUBLIC My Commission Expires August 6th, 2002



Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Attn: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 5732
Page 199

COUNTY OF MUSCOGEE

SCRIVENER'S AFFIDAVIT

Personally appeared before me, the undersigned deponent, who, being duly sworn, deposes and says as follows:

THAT, she prepared the Supplemental Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community recorded in Deed Book 5732, Page 199, et seq., Muscogee County, Georgia land records which Supplementary Declaration submitted the "Estate Lots" (more particularly described in the Supplemental Declaration) to the terms of the amended and restated Declaration of Conditions, Covenants, Restrictions and Easements for Maple Ridge Golf Community ("Declaration") recorded on March 16, 1998 in Deed Book 4903, Page 063 et seq. of the aforesaid records; and

THAT, due to a scrivener's error, the minimum square footage was identified as equal for all Estate Lots; however, only Lots 2, 4, 5, 6 and 7 (the "amenity lots") were to have a minimum of 3500 square feet and the remaining Estate Lots identified as Lots 1,2,8,9,10,11, and 12 were to have a minimum square footage of 3250 square feet; and

THAT, Paragraph 2 of the Supplemental Declaration should, therefore, read as follows:

2.

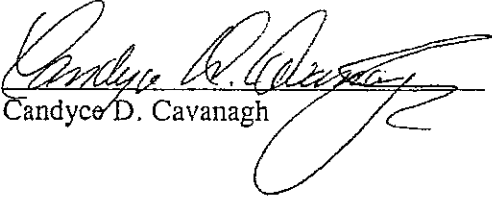
Exhibit "D" titled Minimum Square Footage Requirements shall be amended by adding the following thereto:

<u>SECTION</u>	<u>MINIMUM SQUARE FOOTAGE</u>
Estate Lots 1,2,8,9,10,11, and 12	3250 sq. ft.
Estate Lots 3,4,5,6, and 7	3500 sq. ft.

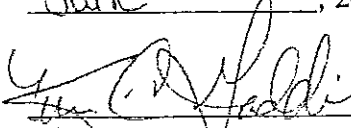
[SIGNATURE ON FOLLOWING PAGE]

[SIGNATURE CONTINUED FROM PREVIOUS PAGE]

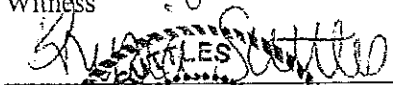
DEPONENT: CANDYCE D. CAVANAGH


Candyce D. Cavanagh

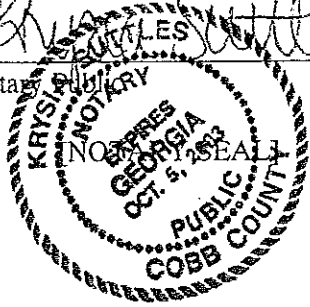
Sworn to and subscribed to
before me this 13 day of
June, 2001.



Witness



Notary Public



Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 23rd day of July, 2001, by
Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscookee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscookee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 20 of the 8th District, Columbus, Muscogee County, Georgia, being all of the lots in Section J, Phase II as shown on the survey by A.B. Moon, Jr., Moon, Meeks, Mason & Vinson, Inc. dated May 24, 2001, a copy of the plat being recorded in Plat Book 144, Folio 4 in the office of the Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

The property designated on the above-referenced plat as Section J, Phase II shall be part of the Ballantyne Neighborhood.

3.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by adding the following thereto.

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
J, Phase II	1500 sq. ft.

4.

Exhibit "E" titled Building Set Back Requirements shall be amended by adding the following thereto:

	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
SECTION J, Phase II	20'	zero lot line	30'

5.

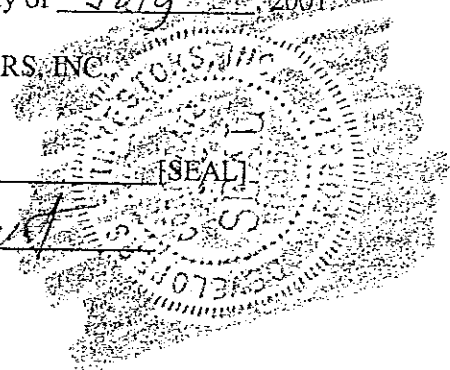
From and after the date of recording of this Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

M. Linda Pierce
Clerk of Superior Court
Muscogee County, Georgia

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein
have exercised this instrument and affixed the corporate seal this 23rd day of July, 2001

DEVELOPERS-INVESTORS, INC.
a Georgia Corporation

By: [Signature]
Title: Authorized Agent

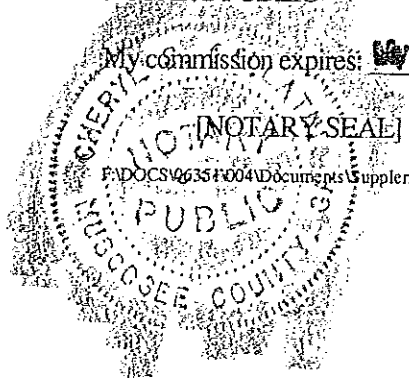


Sworn to and subscribed to before me
this 23rd day of July, 2001.

[Signature]
Witness

[Signature]
NOTARY PUBLIC

My commission expires: ~~My~~ Commission Expires August 6th, 2002



F:\DOCS\6354004\Documents\Supplemental.J-II.doc

Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Attn: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 5732
Page 202

COUNTY OF MUSCOGEE

SCRIVENER'S AFFIDAVIT

Personally appeared before me, the undersigned deponent, who, being duly sworn, deposes and says as follows:

THAT, she prepared the Supplemental Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community recorded in Deed Book 5732, Page 202, et seq., Muscookee County, Georgia land records which Supplementary Declaration submitted the "Section C, Phase VIII" (more particularly described in the Supplemental Declaration) to the terms of the amended and restated Declaration of Conditions, Covenants, Restrictions and Easements for Maple Ridge Golf Community ("Declaration") recorded on March 16, 1998 in Deed Book 4903, Page 063 et seq. of the aforesaid records; and

THAT, due to a scrivener's error, the Folio in which the plat is recorded was identified as Folio 65, but should have been identified as Folio 63, so that Paragraph 1 of the Supplemental Declaration should, therefore, read as follows:

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lots 267 & 268 of the 19th District, Columbus, Muscookee County, Georgia, being all of the lots in Section C Phase VIII as shown on the survey by A.B. Moon, Jr., Moon, Meeks, Mason & Vinson, Inc., dated November 10, 2000, a copy of the plat being recorded in Plat Book 142, Folio 63 in the office of the Clerk of Superior Court of Muscookee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

[SIGNATURE ON FOLLOWING PAGE]

M. Linda Pierce
Clerk of Superior Court
Muscogee County, Georgia

[SIGNATURE CONTINUED FROM PREVIOUS PAGE]

DEPONENT: CANDYCE D. CAVANAGH

Candyce D. Cavanagh
Candyce D. Cavanagh

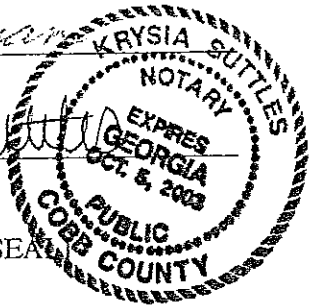
Sworn to and subscribed to
before me this 27th day of
July, 2001.

[Signature]

Witness

Krycia Suttles

Notary Public



[NOTARY SEAL]

Filed and Recorded Oct-15-2001 09:16am
2001-0242912
M. Linda Pierce
Clerk of Superior Court
Muscookee County, Georgia

Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 12th day of October, 2001, by
Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscogee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscogee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 267 & 268 of the 19th District, Columbus, Muscogee County, Georgia, being all of the lots in Section C, Phase IX as shown on the survey by A.B. Moon, Jr., Moon, Meeks, Mason & Vinson, Inc. dated September 12, 2001, a copy of the plat being recorded in Plat Book 144, Folio 72 in the office of the Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

Exhibit "D" title Minimum Square Footage Requirements shall be amended by adding the following thereto:

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
C-IX	1800 sq. ft.

3.

Exhibit "E" titled Building Set Back Requirements shall be amended by adding the following thereto:

	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
SECTION C, Phase IX	30'	10'	30'

4.

From and after the date of recording of this Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein,
have exercised this instrument and affixed the corporate seal this 12th day of October, 2001.

DEVELOPERS-INVESTORS, INC.,
a Georgia Corporation

By: [Signature] [SEAL]

Title: Pres.

Sworn to and subscribed to before me
this 12th day of October, 2001.

[Signature]
Witness

[Signature]
NOTARY PUBLIC

My commission expires: 02/05/05

[NOTARY SEAL]



Filed and Recorded Lot-36-2001. Volume #
2001-0044137
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$8.07
M. Linda Pierce
Clerk of Superior Court
Muscogee County, Georgia

Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

Cross Reference: Deed Book 4903
Page 063

STATE OF GEORGIA

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 29th day of October 2001, by Developers-Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscogee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscogee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in land lot 1 of the 8thth District, Columbus, Muscogee County, Georgia, being the Wedgewood Place Condominium as shown on the survey for the Wedgewood Place Condominium by A.B. Moon, Jr., R.L.S., Moon, Meeks, Mason & Vinson, Inc., dated October 15, 2001, a copy of the plat being recorded in Condominium Plat Book 1, Folio 113 in the office of the Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

Exhibit "D" titled Minimum Square Footage Requirements shall be amended by adding the following thereto.

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
Wedgewood Place	1,800 sq. ft.

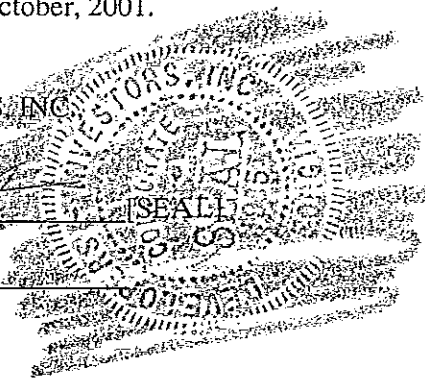
3.

From and after the date of recording of this Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 29th day of October, 2001.

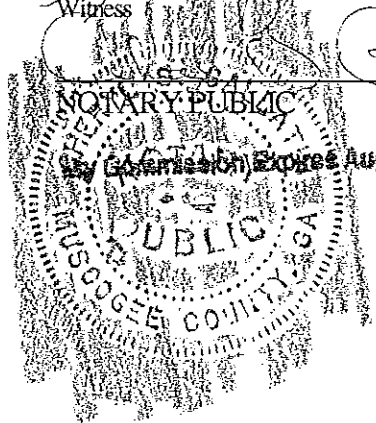
DEVELOPERS-INVESTORS, INC
a Georgia Corporation

By: *Mark Siff*
Title: PRESIDENT



Sworn to and subscribed to before me
this 30th day of October, 2001.

Linda Pierce
Witness
Callan



Return to: Developers Investors, Inc.
P.O. Box 140
Columbus, Georgia 31902
Att: Douglas M. Jefcoat

STATE OF GEORGIA

Cross Reference: Deed Book 4903
Page 063

COUNTY OF MUSCOGEE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

This Supplemental Declaration is made this 19th of March, 2002, by
Developers Investors, Inc. (hereafter referred to as "Declarant").

WITNESSETH

WHEREAS, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community was recorded on March 16, 1998, in Deed Book 4903, Page 63, et seq., Muscogee County, Georgia records (hereafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, the Declarant has a unilateral right and option to subject property to the terms of the Declaration for filing by record in the Muscogee County, Georgia records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration;

NOW, THEREFORE, the Declaration is hereby supplemented as follows:

1.

The property described on Exhibit "A" attached hereto and by this reference incorporated herein is hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

From and after the date of recording of this Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this 19th day of March, 2002.

DEVELOPERS-INVESTORS, INC.
a Georgia Corporation

By:

Duy Phuat

[SEAL]

Title:

Authorized Agent

[CORPORATE SEAL]

Sworn to and subscribed to before me this 19th day of March, 2002.

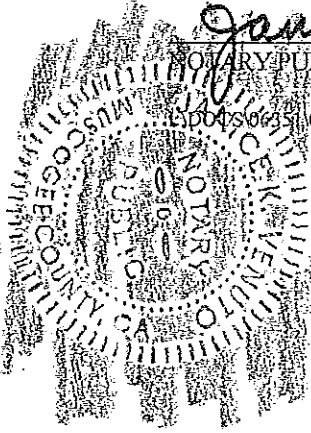
Rinda Perceles
Witness

Janice K. Venuto

NOTARY PUBLIC

My Commission Expires February 5th, 2008

F:\WORK\21\004\Documents\supplement Manors.02.doc



THE MANORS OF INNISBROOK CONDOMINIUM
PHASES B-1 AND B-2

EXHIBIT "A"

Additional Property

Descriptions

All those tracts or parcels of land lying in and being parts of Land Lot 20, 8th District, Columbus, Muscogee County, Georgia as shown on a plat of survey of Phases B-1 & B-2, The Manors of Innisbrook Condominium, prepared by Moon, Meeks, Mason & Vinson, Inc. dated 14 March 2002 recorded in Condominium Plat Book 1, Folio 135, Muscogee County records and more particularly described as follows:

PHASE B-1 - Commence at an iron stake marking the intersection of the southerly line of Maple Ridge Trail and the southeasterly line of Turnberry Lane; thence southwesterly along the southeasterly line of Turnberry Lane, 773.61 feet to an iron stake at the POINT OF BEGINNING; thence South 53 degrees 40 minutes 46 seconds East, 183.64 feet to an iron stake; thence South 25 degrees 15 minutes 28 seconds West, 133.93 feet to an iron stake; thence South 40 degrees 41 minutes 28 seconds West, 81.0 feet to an iron stake; thence North 56 degrees 53 minutes 18 seconds West, 115.83 feet to an iron stake; thence North 19 degrees 51 minutes 16 seconds East, 145.77 feet to an iron stake; thence North 24 degrees 27 minutes 59 seconds West, 60.0 feet to an iron stake on the southeasterly line of Turnberry Lane; thence North 43 degrees 24 minutes 19 seconds East, along the southeasterly line of Turnberry Lane 50.0 feet to an iron stake and the point of beginning; containing 0.772 acres. Located within Phase B-1 are Condominium Units 1, 2 and 3.

PHASE B-2 - Commence at an iron stake marking the intersection of the southerly line of Maple Ridge Trail and the southeasterly line of Turnberry Lane; thence southwesterly along the southeasterly line of Turnberry Lane, 937.56 feet to an iron stake at the POINT OF BEGINNING; thence South 44 degrees 49 minutes 03 seconds East, 50.0 feet to an iron stake; thence South 19 degrees 51 minutes 16 seconds West, 71.03 feet to an iron stake; thence South 49 degrees 01 minute 29 seconds West, 98.0 feet to an iron stake; thence South 21 degrees 14 minutes 04 seconds West, 310.93 feet to an iron stake; thence South 17 degrees 32 minutes 20 seconds West, 208.0 feet to an iron stake; thence North 29 degrees 57 minutes 40 seconds West, 197.17 feet to an iron stake; thence North 41 degrees 58 minutes 07 seconds East, 94.84 feet to an iron stake; thence North 18 degrees 52 minutes 38 seconds West, 96.15 feet to an iron stake on the southeasterly line of Turnberry Lane; (the next four calls are along the southeasterly line of Turnberry Lane) thence northeasterly along the arc of a counterclockwise curve (said arc having a radius of 280.0 feet), a distance of 32.92 feet to an iron stake; thence North 29 degrees 24 minutes 19 seconds East, 121.15 feet to an iron stake; thence northeasterly along the arc of a clockwise curve (said arc having a radius of 366.65 feet), a distance of 198.38 feet to an iron stake; thence North 60 degrees 24 minutes 19 seconds East, 102.0 feet to an iron stake and the point of beginning; containing 1.905 acres. Located within Phase B-2 are Condominium Units 13, 14, 15, 16, 17 and 18.

Deed Book 6271 346
Ms. Linda Pierce
Clerk of Superior Court
Muscogee County, Georgia

Return to: Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309
Attention: KCG

STATE OF GEORGIA
COUNTY OF MUSCOGEE

Cross Reference: Deed Book 4903
Page 63

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

THIS SUPPLEMENTARY DECLARATION is made and entered into on this 15th day of July, 2002, by Developers Investors, Inc. (hereafter referred to as "Declarant");

WITNESSETH

WHEREAS, Developers-Investors, Inc., a Georgia corporation ("Declarant"), executed an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community ("Declaration") on March 16, 1998, in Deed Book 4903, Page 63 et seq., in the Muscookee County, Georgia records; and

WHEREAS, Article IX, Section 1 of the Declaration provides that, the Declarant has a unilateral right and option at any time until December 31, 2005, to subject property to the terms of the Declaration by filing in the Muscookee County, Georgia records, a Supplementary Declaration describing the property being annexed; and

WHEREAS, Article IX, Section 1 of the Declaration further provides that as long as the covenants applicable to the real property previously subjected to this Declaration are not changed and as long as the rights of then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any annexed real property; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration; Declarant is the record owner and fee simple title holders to the property more particularly described Exhibit "A" attached hereto and made a part hereof by reference thereto (the "Property"), and the Declarant desires to submit the Property to the terms, covenants, provisions and restrictions contained in the Declaration;

NOW THEREFORE, pursuant to Article IX, Section 1 of the Declaration the Declaration is hereby supplemented as follows:

1.

The Property, as described in Exhibit "A" attached hereto and incorporated herein, upon the recording of this Supplementary Declaration, is hereby annexed to the provisions of the Declaration and jurisdiction of the Association and shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, conditions, and restrictions contained in the Declaration, all of which shall run with the title to the Property and shall be binding upon all persons having any right, title, or interest in the Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

2.

Exhibit "D" of the Declaration titled "Minimum Heated Square Footage Requirements" is hereby amended by adding the following thereto:

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
K-2	2,000
K-4	1,800

3.

Exhibit "E" of the Declaration titled "Building Set-Back Requirements" is hereby amended by adding the following thereto:

	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
SECTION K-2	30'	10'	40'
SECTION K-4	30'	10'	40'

IN WITNESS WHEREOF, the undersigned, being the duly appointed officer of Declarant herein, has executed this instrument and affixed the corporate seal this 15th day of July, 2002.

DEVELOPERS-INVESTORS, INC.
a Georgia Corporation

Signed, sealed, and delivered this
15 day of July, 2002.

By:

Title:

Cheryl S. Gallatin
Witness

Janice K. Venuto
Notary Public [Notary Seal]

[Signature] (Seal)
authorized agent

[Corporate Seal]



D:\DOCS\07425\002\documents\Expansion Declaration Amendment.doc



EXHIBIT "A"

MAPLE RIDGE GOLF COMMUNITY Section K, Phase II & Section K, Phase IV

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in Land Lot 20 of the 8th District, and Land Lot 296 of the 19th District, Columbus, Muscogee County, Georgia, being all of the lots in Section K, Phase II, as shown on the survey by A.B. Moon, Jr. dated May 27, 2002, a copy of the plat being recorded in Plat Book 146, Folio 49, in the office of the Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

2.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in Land Lot 20 & 21 of the 8th District, and Land Lots 268, 269, 295, 296 of the 19th District, Columbus, Muscogee County, Georgia, being all of the lots in Section K, Phase IV, as shown on the survey by A.B. Moon, Jr. dated June 6, 2002, a copy of the plat being recorded in Plat Book 146, Folio 81, in the office of the Clerk of Superior Court of Muscogee County, Georgia are hereby made subject to the terms of the Declaration, as amended or as may be amended.

3.

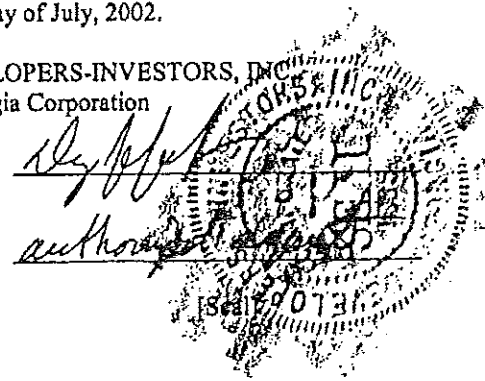
From and after the date of recording of the Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this the 15th day of July, 2002.

DEVELOPERS-INVESTORS, INC.
a Georgia Corporation

By:

Title:



Sworn to and subscribed to me before
This the 15th day of July, 2002.

Charles S. Gallatin
Witness

Janice K. Venuto
Notary Public [Notary Seal]

My commission expires 02-05-05



1.

The Property, as described in Exhibit "A" attached hereto and incorporated herein, upon the recording of this Supplementary Declaration, is hereby annexed to the provisions of the Declaration and jurisdiction of the Association and shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, conditions, and restrictions contained in the Declaration, all of which shall run with the title to the Property and shall be binding upon all persons having any right, title, or interest in the Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

2.

Exhibit "D" of the Declaration titled "Minimum Heated Square Footage Requirements" is hereby amended by adding the following thereto:

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
K-3	2,000

3.

Exhibit "E" of the Declaration titled "Building Set-Back Requirements" is hereby amended by adding the following thereto:

<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
SECTION K-3 30'	10'	40'

IN WITNESS WHEREOF, the undersigned, being the duly appointed officer of Declarant herein, has executed this instrument and affixed the corporate seal this 8th day of October, 2002.

DEVELOPERS-INVESTORS, INC.
a Georgia Corporation

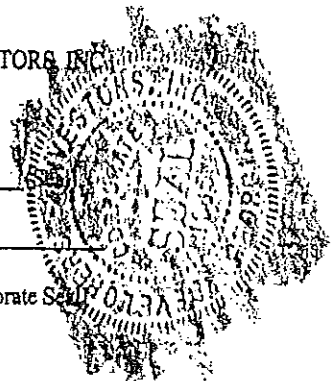
Signed, sealed, and delivered this
8th day of October, 2002.

By:

Title:

Matthew Pees
Pres.

[Corporate Seal]



Witness

Dianice Venuto
Notary Public [Notary Seal]

My Commission Expires February 5th, 2005



EXHIBIT "A"

MAPLE RIDGE GOLF COMMUNITY Section K, Phase III

1.

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, lying and being in Land Lot 20 of the 8th District, Columbus, Muscogee County, Georgia, being all of the lots in Section K, Phase III, as shown on the survey by A.B. Moon, Jr. dated September 13, 2002, a copy of the plat being recorded in Plat Book 147, Folio 57, located in the office of the Clerk of Superior Court of Muscogee County, Georgia, are hereby made subject to the terms of the Declaration, as amended or as may be amended.

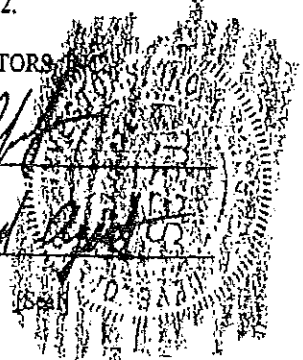
2.

From and after the date of recording of the Supplemental Declaration, the above-referenced property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, as amended, originally recorded, in Deed Book 4903, Page 63 et seq., in the Muscogee County, Georgia records, all of which shall run with title to such property and shall be binding upon any persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

IN WITNESS WHEREOF, the undersigned being the duly appointed officers of Declarant herein, have exercised this instrument and affixed the corporate seal this the 8th day of October, 2002.

DEVELOPERS-INVESTORS
a Georgia Corporation

By: [Signature]
Title: Authorized Agent



Sworn to and subscribed to me before
This the 10th day of October, 2002.

[Signature]
Witness

[Signature]
Notary Public [Notary Seal]

My commission expires 02/05/2005



W.C. Braddy Co.
Po Box 140
31902

Deed Book 6676 Pg 54
Filed and Recorded Jan-31-2003 01:31pm
2003-0003984
M. Linda Pierce
Clerk of Superior Court
Muscookee County, Georgia

Reim in. Weissman, Nowack, Curry & Wilco, P.C.
1349 West Peachtree Street, 15th Floor
Atlanta, Georgia 30309
Attention: KCG

STATE OF GEORGIA
COUNTY OF MUSCOGEE

Cross Reference: Deed Book 4903
Page 63

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MAPLE RIDGE GOLF COMMUNITY**

THIS SUPPLEMENTARY DECLARATION is made and entered into on this 31st day of JANUARY, 2003, by Developers Investors, Inc. (hereafter referred to as "Declarant");

WITNESSETH

WHEREAS, Developers-Investors, Inc., a Georgia corporation ("Declarant"), executed an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community ("Declaration") on March 16, 1998, in Deed Book 4903, Page 63 et seq., in the Muscookee County, Georgia records; and

WHEREAS, Article IX, Section 1 of the Declaration provides that, the Declarant has a unilateral right and option at any time until December 31, 2005, to subject property to the terms of the Declaration by filing in the Muscookee County, Georgia, records a Supplementary Declaration describing the property being annexed; and

WHEREAS, Article IX, Section 1 of the Declaration further provides that as long as the covenants applicable to the real property previously subjected to this Declaration are not changed and as long as the rights of then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any annexed real property; and

WHEREAS, Declarant desires to submit additional property to the terms of the Declaration; Declarant is the record owner and fee simple title holders to the property more particularly described Exhibit "A" attached hereto and made a part hereof by reference thereto (the "Property"), and the Declarant desires to submit the Property to the terms, covenants, provisions and restrictions contained in the Declaration;

NOW THEREFORE, pursuant to Article IX, Section 1 of the Declaration the Declaration is hereby supplemented as follows:

1.

The Property, as described in Exhibit "A" attached hereto and incorporated herein, upon the recording of this Supplementary Declaration, is hereby annexed to the provisions of the Declaration and jurisdiction of the Association and shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, conditions, and restrictions contained in the Declaration, all of which shall run with the title to the Property and shall be binding upon all persons having any right, title, or interest in the Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

2.

Exhibit "D" of the Declaration titled "Minimum Heated Square Footage Requirements" is hereby amended by adding the following thereto:

<u>SECTION</u>	<u>MINIMUM SQUARE FEET</u>
J-3	1,500

3.

Exhibit "E" of the Declaration titled "Building Set-Back Requirements" is hereby amendment by adding the following thereto:

	<u>FRONT</u>	<u>SIDE</u>	<u>REAR</u>
SECTION J-3	20'	Zero Lot Line	30'

IN WITNESS WHEREOF, the undersigned, being the duly appointed officer of Declarant herein, has executed this instrument and affixed the corporate seal this 31st day of JANUARY, 2003.

DEVELOPERS-INVESTORS, INC.,
a Georgia Corporation

Signed, sealed, and delivered this
_____ day of _____, 2002.

By: [Signature] (Seal)
Title: authorized agent

Witness

[Corporate Seal]

Notary Public [Notary Seal]

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