

Cross reference to the following:

Deed Book 8416, page 0107 - 0113, Cobb County, Georgia records

Deed Book 8701, page 0466 - 0471, Cobb County, Georgia records

Deed Book 9344, page 0435 - 0440, Cobb County, Georgia records

Deed Book 10554, page 405 - 426, Cobb County, Georgia records

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR EAGLE RIDGE

2002

TABLE OF CONTENTS

1. DEFINITIONS.	2
2. ARCHITECTURAL CONTROL	3
3. GENERAL COVENANTS AND RESTRICTIONS	8
4. EASEMENTS, ZONING AND OTHER RESTRICTIONS	14
5. ENFORCEMENT AND CONFLICT RESOLUTION	15
6. DURATION AND AMENDMENT.	20
7. ANNEXATION AND FUTURE DEVELOPMENT.	20
8. MISCELLANEOUS.	20

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR EAGLE RIDGE

The Eagle Ridge Property Owners Association makes this Declaration as of this 5th day of August, 2002. This declaration expressly revokes and supercedes all previously filed covenants and restrictions pertaining to all phases of The Eagle Ridge Subdivision.

That certain real property located in Cobb County, Georgia, which is more particularly described on Exhibit "A" attached hereto is hereby subjected to this Declaration effective as of the above date.

Eagle Ridge Property Owners Association imposes by this Declaration mutually beneficial restrictions under a plan of improvement for the benefit of all owners of residential property within Eagle Ridge, which is made subject to this Declaration by the recording of this Declaration and amendments thereto. Eagle Ridge Property Owners Association desires to provide for the development, administration, maintenance and enjoyment of the Development.

The Eagle Ridge Property Owners Association declares that the Property shall be held and conveyed subject to this Declaration for the purpose of enhancing and protecting the value, benefits and attractiveness of the Property. The covenants, restrictions and easements herein shall run with the Property, shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns.

1. DEFINITIONS. The following words, when used herein shall have the following meanings:
 - 1.1 Eagle Ridge Property Owners Association "Eagle Ridge Property Owners Association" means the party identified above as the Eagle Ridge Property Owners Association.
 - 1.2 Design Standard. "Design Standard" shall mean the standard of construction, conduct, maintenance or other activity originally installed, specified or approved by Venture Homes, Inc. and thereafter generally prevailing in the Development. Such standard may be more specifically determined by the Architectural Control Committee pursuant to the provisions of Section 2, and by committees required or permitted to be established pursuant to this Declaration.
 - 1.3 Lot. "Lot" means any parcel of land shown upon a subdivision plat or concept plan approved by Cobb County, Georgia, covering any portion of the Property.
 - 1.4 Occupant. "Occupant" shall mean any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether such person is a tenant or the Owner of such Residence.
 - 1.5 Owner. "Owner" means the record owner (including Eagle Ridge Property Owners Association), whether one or more persons or entities, of a fee simple title to any Lot; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.
 - 1.6 Residence. "Residence" shall mean a structure situated upon a Lot intended for independent use and occupancy as a residence for a single family. A Lot and the structure or structures placed thereon shall not become a Residence until a certificate of occupancy shall have been issued by the appropriate governmental authorities as a pre-requisite to the occupancy of such Residence and until the Lot and structure located thereon shall have been conveyed to a third party other than the builder thereof.
 - 1.7 Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.
 - 1.8 The Board. Consists of a minimum of 3 but not more than 5 Eagle Ridge homeowners elected by a majority of the votes cast at election time. The term of office shall not exceed 12 calendar months. Should a member fail to complete their term, for whatever reason, their replacement shall be appointed by a majority vote of the remaining board.
 - 1.9 Voting Rights For the purpose of voting for changes, amendments or elections a vote shall be interpreted as one vote per lot.

1.10 Structure. "Structure" means: (a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not of limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, deck, fence, curbing, paving, wall, sign, sign board, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot, and (c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not clause (b) of this paragraph applies to such change.

2. ARCHITECTURAL CONTROL

2.1 Architectural Control Committee - Creation and Composition.

2.1.1 An Architectural Control Committee ("ACC") shall be established consisting of not more than five (5) individuals appointed by the Board; provided, however, that the ACC shall always have an uneven number of members, and all members are required to be an Owner. Neither the members of the ACC, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration.

2.1.2 The members of the ACC shall be appointed for a one-year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall be filled by the Board at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman. Any member of the ACC may be removed at any time with just cause by the Board.

2.2 Purpose Powers and Duties of the ACC. The purpose of the ACC is to enforce compliance with the covenants and to assure that any proposed installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

2.3 Officers. Subcommittees and Compensation. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number and/or the Owners such other officers and subcommittees members as they shall from time to time determine necessary. No officers or subcommittee members shall receive compensation.

2.4 Operations of the ACC.

2.4.1 Meetings. The ACC shall meet as needed. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by the Owners. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

2.4.2 Activities

2.4.2.1 The ACC shall adopt and promote the Design Standards described in Section 2.5 and shall, as required, make findings, determinations, rulings and orders with respect to the conformity with the Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

2.4.2.2 Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this section. Written notice of the decision of such two (2) or more members shall, within ten (10) working days thereof, be given a response. The applicant may, within ten (10) working days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request/the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than ten (10) working days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.

2.5 Design Standards. The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of: (i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration; (ii) governing the procedure for such submission of plans and specifications; (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and (iv) assuring the conformity and harmony of external design and general quality of the Development. The ACC shall make a copy of its current written Design Standards readily available to Owners and prospective Owners and to all applicants seeking the ACC's approval. The Design Standards shall be defined as the construction, finish and color of structures that is the same as the construction, finish and color of structures installed, specified or approved by Eagle Ridge Property Owners Association.

2.6 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to: (a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures; (b) a foundation plan; (c) a floor plan; (d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed; (e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and (f) plans for landscaping and grading.

2.7 Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, two (2) copies of such plans and specifications as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

2.8 Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following: (a) the failure to include information in such plans and specifications as may have been reasonably requested; (b) the failure of such plans or specifications to comply with this Declaration or the Design Standards; (c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installations, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for Development as set forth in the Design Standards or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specification submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

2.9 Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within ten (10) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by ACC to take action within twenty-five (25) calendar days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

2.10 Inspection Rights. Any agent or member of the ACC may, after reasonable request, at a reasonable time or times enter upon any Lot for the purpose of ascertaining whether the proposed and approved installation, construction, or alteration of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration. The ACC or any such agent shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

2.11 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Section 2, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Section 2 and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall take appropriate measures to correct the violation, the ACC shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation, as per Conflict Resolution Section 5. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the ACC shall have the Right of Abatement as provided in Section 5.3.

2.12 Certification of Compliance.

2.12.1 Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

2.12.2 Any Certificate of Compliance issued in accordance with the provisions of this section shall be prima facie evidence of the facts therein stated. As to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Section 2, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment. The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation.

2.13 Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant' s race, color, sex, religion, age or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

2.14 Disclaimer as to ACC Approval. Plans and specifications are not reviewed for engineering or structural design, quality of materials, or city, county, or state codes. By approving such plans and specifications, neither the ACC, nor the members thereof assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Eagle Ridge Property Owners Association, the ACC, nor the officers, directors and members of any of them shall be liable in damages to anyone submitting plans and specifications to the ACC for approval, or to any Owner of property affected by these Restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Eagle Ridge Property Owners Association, the ACC, or the officers directors and members, of any of them to recover any such damages and hereby releases, waives, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

3. GENERAL COVENANTS AND RESTRICTIONS

3.1 General This Article, beginning at Section 3.2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Section 6.2, hereof regarding amendment of this Declaration.

3.2. Residential Use. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on, in or upon any Lot at any time except with the written approval of the Board. Home offices are exempt. Leasing of a Lot shall not be considered a business or business activity. However, the Board may permit a Lot to be used for business purposes so long as such business, does not otherwise violate the provisions of the Declaration, does not create a disturbance and does not unduly increase traffic flow or parking congestion.

3.3 Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ACC. Notwithstanding the foregoing, the ACC and the Eagle Ridge Property Owners Association shall have the right to erect reasonable and appropriate signs. "For Sale", "For Lease", and security signs consistent with the Design Standards and any signs required by legal proceedings may be erected upon any Lot.

3.4. Vehicles The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles.

No vehicle may be left upon any portion of the Community, except in a garage, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Community. Any towed vehicle, boat, recreational vehicle, motor home, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the ACC, for periods longer than forth-eight (48) hours each shall be considered a nuisance and may be removed from the Community.

3.5. Parking. Adequate off-street parking is provided with each Lot; therefore no on street parking is allowed on a consistent basis or for extended periods. The reason for this rule is to ensure the safety and security of the community, and no person shall permit vehicles to be parked on the street in violation of this rule. In addition, no parking is allowed on the grass. No commercial vehicles are permitted to park on the driveways except for deliveries and as outlined in sections 3.5.(a) and (b) below.

- (a) Commercial Vehicles & Recreational Vehicles: Commercial vehicles owned or operated by an owner may not be parked on the drive for more than 12 hours in three consecutive days. The term “commercial vehicle” shall include:
 - (i) any vehicle whose primary purpose reasonably appears to be for commercial or industrial uses in connection with a trade or business;
 - (ii) boats, trailers, campers, recreational vehicles (RV’s) and other similar vehicles; and
 - (iii) any vehicle or other object that may be hitched or otherwise attached to any vehicle, the primary purpose of which is to store or transport property.

- (b) The term “commercial vehicle” shall not include any of the following:
 - (i) Delivery, service or other similar vehicles when they are in the process of making a delivery to or performing a service on a lot in the community.
 - (ii) Moving vans, trucks, trailers and similar vehicles when they are being used for the purpose of moving property in or out of the development, provided that such vehicles are parked for no more than 48 hours.
 - (iii) Vehicles that otherwise come under the definition of a “commercial vehicle” but that can be stored inside a garage with the door closed or otherwise shielded from open view.
 - (iv) Any vehicle designated by the ACC in its sole discretion not to be a commercial vehicle, upon petition by the owner. The ACC may impose reasonable conditions or limitations on any such designation.

- (c) **Failure to Comply with Parking Rules:** Any vehicle parking on the street on a routine basis or for extended time periods (over 48 hours) will be towed at Owner' s expense. The owner or vehicle owner shall be responsible for all fees, costs, liability, damages or other expenses, if any, arising from the towing or booting of a vehicle, and neither the ACC nor any of its members shall be liable to any other person in connection therewith. The decision of the ACC will be final as to any questions involving permissible or non-permissible parking. All parking shall be subject to such rules and regulations as the ACC may adopt. These rules shall apply to all owners, tenants, residents and guests on any lot in the Eagle Ridge subdivision. Owners, tenants and residents of lots shall notify their guests of these rules.
- (d) **Notice to Police Authorities:** The ACC shall provide notice of these rules to the Marietta Police Department and the Cobb County Sheriff' s Office within 10 days of adoption.
- (e) **No Waiver:** The failure of the ACC or its successors to enforce any of these rules shall in no event be considered a waiver of the right to do so in the future, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

3.6. Leasing. Lots may be leased for residential purposes. All leases shall be in writing. All leases shall require, without limitation, that the tenant acknowledge in writing receipt of a copy of these Covenants. All leases shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Eagle Ridge Property Owners Association may seek legal remedies against the owner of the property.

3.7. Occupants Bound. All provisions of the Covenants shall also apply to all Occupants even though Occupants are not specifically mentioned. 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 and the Owner' s property.

3.8. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by local city and county rules. No pets shall be kept, bred or maintained for any commercial purpose. Occupants are required to follow all city and county leash laws.

3.9. 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 property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot 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 emit 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 speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

3.10. Unsightly or Unkempt Conditions . The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

3.11 Antennas. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ACC, which consent shall not be withheld to unreasonably delay or prevent installation.. Standard television antennas, direct broadcast satellite services antenna (DBS) one meter in diameter or less, multi-channel, multi-point distribution service antenna (MMDS) one meter in diameter or less, upon prior approval of the ACC, may be installed on any Lot subject to the following requirements: (a) antenna placement on a roof shall not be visible from the street, provided such placement does not preclude reception of an acceptable quality signal; (b) antennas installed in a yard must be adequately screened from view; and (c) each Lot owner shall be solely responsible for installing and maintaining their antenna, notwithstanding the foregoing.

3.12. Tree Removal. For the purpose of erosion control, no healthy trees that are more than three (3) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the ACC.

3.13. 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 may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Notwithstanding the foregoing, changes necessary for the improvement in the drainage or flow of water from a lot or adjacent lot shall require prior approval of the ACC. Any damage caused by modification to the original drainage and flow shall be repaired by the person causing the damage at such person's sole expense.

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

3.15. 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 streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community in accordance with city and county regulations.

3.16. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the ACC. Any such division, boundary line change, or replotting shall not be in violation of the applicable subdivision and zoning regulations.

3.17. Guns, Hunting and Fishing. The use of firearms in the Community is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and small firearms of all types. No hunting or fishing within the Community is permitted.

3.18. 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 Lot, without the prior written consent of the ACC. The ACC shall issue guidelines detailing acceptable fence styles or specifications which may be amended from time to time.

3.19. Utility Lines . No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Eagle Ridge Property Owners Association.

3.20. Air-Conditioning Units. Except as may be permitted by the ACC, no window air conditioning units may be installed.

3.21. Lighting. Except as may be permitted by the ACC, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one (1) decorative post light, (c) street lights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights at Christmas; or (e) landscape lighting.

3.22. Energy Conservation Equipment No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ACC.

3.23. Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the ACC and in no event shall any above-ground swimming pool be permitted.

3.24. Gardens, Play Equipment and Pools No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), or wading pools may be erected or located on any Lot except between the rear line of the Residence dwelling and the rear lot line, without the approval of the ACC.

3.25. Mailboxes. All mailboxes shall be maintained in good condition. Replacement or rebuilt mailboxes shall be in the same style and color as the original except as deviations from the original may be approved by the ACC.

- 3.26. Exteriors. Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the ACC.
- 3.27. Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.
- 3.28. Exterior Security Devices. No exterior security devices, including, without limitation, window bars, shall be permitted on any Residence or Lot. Signs placed on the Lot or the exterior of the Residence stating that such Residence is protected by a security system shall not be deemed to constitute an exterior security device.
- 3.29. Entry Features. Owners shall not alter, remove or add improvements to any entry features constructed by Venture Homes, Inc. on any Lot, or any part of any easement area associated therewith without the prior written consent of the ACC.
- 3.30. Household Composition. No rule shall interfere with the freedom of Owners to determine the composition of their households, except that these Declarations require that all Occupants be members of a single housekeeping unit and the ACC may limit the total number of occupants permitted in each Residence on the basis of the size and facilities of the Residence, and the original Certificate of Occupancy.
- 3.31. Activities Within Dwellings. No rule shall interfere with the activities carried on within the confines of any Lot, except that these Declarations prohibit activities not normally associated with property restricted to residential use, any activities that create monetary costs for the ACC or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the Residence, or that create an unreasonable source of annoyance.
- 3.32. Owners' AcknowledgmentAll Owners and occupants of Lots are given notice that use of their Lots is limited by the Lot Restriction and Rules as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected and that the Design Standards may change from time to time.
- 3.33. Windows and Doors. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or other purposes.
- 3.34. Burning of Trash. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any kind shall be permitted on any Lot as per city and county ordinances.
- 3.35. Trash Containers. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any portion of the Lot. Garbage, trash and other refuse shall be placed in covered containers.
- 3.36. Above-ground cables, etc. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained above the surface of the ground.

3.37. Out Buildings. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any Lot at any time without the prior written consent of the ACC.

4. EASEMENTS. ZONING AND OTHER RESTRICTIONS

4.1 Easements.

4.1.1 Eagle Ridge Property Owners Association hereby expressly reserves to the Eagle Ridge Property Owners Association, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Eagle Ridge Property Owners Association for any purpose which Eagle Ridge Property Owners Association deems necessary, including, by way of example, and not limitation, the following: (i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities; (ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function; (iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and (iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature.

4.1.2 No Owner shall have any right to use any easement created by the Eagle Ridge Property Owners Association in, on or over any portion of the Property unless such easement has been assigned by the Eagle Ridge Property Owners Association to such Owner.

4.2 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot or any other portion of the Property with respect to which easements are shown on a recorded deed, easement agreement or on any filed or recorded map or plat relating thereto.

4.3 Entry. The Eagle Ridge Property Owners Association and its successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this section. The Eagle Ridge Property Owners Association and its successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 4.1.

4.4 Zoning and Private Restrictions. None of the Restrictions created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

5. **ENFORCEMENT AND CONFLICT RESOLUTION**

5.0 Right of Enforcement. This Declaration and the Restrictions herein shall inure to the benefit of and shall be enforceable by (i) the Eagle Ridge Property Owners Association, (ii) the ACC and (iii) each Owner, his legal representatives, heirs, successors and assigns.

5.1 Purpose. Resolving conflicts between residents and the Eagle Ridge Property Owners Association is a difficult and delicate task for the Board of Directors. The board has an obligation to enforce the community covenants and restrictions so that it may maintain the appearance and value of our community and ensure a high standard of livability for all residents. Equally important is the fact that residents are neighbors and friends, and they are entitled to reasonable treatment. For these reasons, the conflict resolution process is established as part of this declaration.

5.2 Conflict Resolution Process

5.2.1 Complaint. If a resident decides to file a complaint regarding a community covenants and restrictions violation, the complaint must be submitted in writing. The letter must include the following:

- Identification of the specific infraction, including the relevant reference in the covenants.
- Address of the lot where the covenant violation is occurring.
- Address and telephone number of the complainant.
- Signature of the complainant.
- Date of letter

The letter must be submitted to the Architectural Control Committee at the following address:

Eagle Ridge Property Owners Association, Inc.
Architectural Control Committee
2100 Roswell Road
Suite 200C #607
Marietta, GA 30062-3813

Notwithstanding the above, if the ACC is independently aware of a violation of the Eagle Ridge community covenants and restrictions, it must also document the infraction and follow the process.

5.2.2 Architectural Committee Responsibilities

5.2.2.1 Upon the filing of a complaint pursuant to 5.2.1, the ACC will evaluate the complaint and ascertain whether there is a violation of the Eagle Ridge community covenants and restrictions.

5.2.2.2 A member of the ACC will personally contact the resident and discuss the relevant portion(s) of the Eagle Ridge community covenants and restrictions, gather information from the resident, and determine the resident's position on the issues raised in the complaint.

5.2.2.3 Following the contact set forth in 5.2.2.2, the ACC member will send a letter to the resident confirming the conversation. The letter shall specify the rule that has been violated, and explain why it is important for all residents to observe the covenant rules.

5.2.3 Board of Directors Responsibilities.

5.2.3.1. Following the letter sent by the ACC, the board shall send a second letter, which will cite the specific section of the covenants that has been violated. The letter will also include a date when the resident must correct the problem. The resident shall be given a reasonable amount of time for correcting the violation, depending on the circumstances of the violation.

5.2.3.2. If the covenants violation is not corrected within the specified time frame, the board will send official notification via certified mail that the association intends to take action. The board will contact the resident and schedule a hearing where the resident may address the association. The date and time of the hearing will be negotiated that allows the resident to attend. In the event a date and time cannot be agreed upon, the board will schedule a date and time no earlier than seven (7) days from the date of notice and shall provide notice to the resident via certified mail.

5.2.3.3 The board shall empower a fair and impartial panel to conduct a hearing, and the resident and all parties and witnesses shall be entitled to fair and respectful treatment. The panel will be composed of three members, which may be drawn from the board and the ACC. The resident and the association are entitled to bring witnesses and/or counsel to the hearing.

5.2.3.4 After the hearing, the panel will report to the board and the board will decide how to proceed. The board should be willing to compromise on a

solution that achieves the desired result of rule compliance. For example, the board should consider, upon request by the resident, granting an extension of the time to comply with the rule. The decision of the board will be communicated in writing to the resident.

5.2.4 Appeals Process.

5.2.4.1 If the resident is dissatisfied with the decision of the board, the resident shall have the right to appeal the decision of the board. Upon receipt of a written appeal from the resident, the board will appoint a panel of three members to hear the appeal. These members will be drawn from past board members or other members of the community who know the history of the community and have knowledge of the governing documents. The members of the appeals panel will not be associated with the current governance and operations of the Eagle Ridge Property Owners Association and must not have been involved in the decision from which the resident is appealing.

5.2.4.2. Upon the appointment by the board, the panel will contact the resident and schedule a hearing where the resident may address the appeals panel. The date and time of the hearing will be negotiated that allows the resident to attend. In the event a date and time cannot be agreed upon, the board will schedule a date and time no earlier than seven (7) days from the date of notice and shall provide notice to the resident via certified mail. The resident and association may bring witnesses and/or counsel to the hearing. The decision of the appeals panel will be communicated in writing to the resident and the board.

5.2.5 Alternate Dispute Resolution (ADR) Option.

5.2.5.1 Purpose. The Alternate Dispute Resolution option is in place for those cases where the Eagle Ridge Property Owners Association and the resident cannot resolve their differences between themselves and where there is a mutual desire to attempt an informal resolution.

5.2.5.2 Dispute Resolution. Upon the receipt of a complaint, the resident shall be informed that the association desires to resolve differences without a formal hearing and that it will consent to participation in non-binding ADR, subject to and pursuant to the provisions of 5.2.5.

5.2.5.2 Outside Mediator. In a dispute concerning an alleged rule violation, the parties may voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually, or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will either be an attorney-mediator skilled in community association law, a Professional Community Association Manager (PCAM) as certified by the Community Associations Institute, or a Certified Property Manager (CPM) as certified by the Institute of Real Estate Managers. In order to be eligible to mediate a dispute under this provision, a Mediator may not reside in the Eagle Ridge Subdivision (Cobb County), work for any of the parties, represent any of the parties, nor have any conflict of interest with the parties. The Board of Directors shall maintain a list of no less than ten (10) potential mediators, and the resident may choose any of the mediators on that list. Alternatively, the resident and the Association may agree on a mediator not on the list. The parties shall share equally the costs of any mediation.

5.2.5.3 Mediation is Not a Waiver. By agreeing to use this Dispute Resolution Process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

5.2.5.4 Assessment Collection. The provisions of this Declaration dealing with Alternate Dispute Resolution (ADR) shall not apply to the collection of assessments by the Association as set out in the Declaration.

5.3 Right of Abatement The "Right of Abatement" means the right of the ACC, to enter at all reasonable times upon any Lot as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, the right to impose reasonable monetary fines as provided hereinbefore, and with the cost thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by Law or 18% per annum to be a binding personal obligation of such Owner, as well as a lien on such Owner' s Lot enforceable pursuant to the provisions of Section 5.4. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) all deeds to secure debt given to secure a loan the proceeds of which are used to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) or to finance the construction, repair or alteration of Structures.

5.4 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Eagle Ridge Property Owners Association, the ACC or any Owner to enforce these Declarations by appropriate judicial proceedings or to recover damages. It may be impossible, however, to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration. Accordingly, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

5.5 Collection of Fines. If any monetary, cost or other charge is not paid as required by this Declaration, the ACC may bring either an action at law or in equity against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

5.6 No Waiver. The failure of the Eagle Ridge Property Owners Association, the ACC, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

6. DURATION AND AMENDMENT

6.1 Duration. This Declaration and the Restrictions, contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Cobb County, Georgia, after which time they may be renewed for, successive periods of ten (10) years, upon approval of a majority of the Owners.

6.2 Amendment. The Restrictions of this Declaration may be amended at any time by a two thirds (2/3) vote of those Owners voting (as defined in Section 1.9) provided, however, that any such amendment of these Restrictions must be in full compliance with this Declaration and the instrument evidencing such change has been duly filed for record in the office of the clerk of the Superior Court of Cobb County, Georgia... Every purchaser or grantee of any interest in any Lot subject to this Declaration, by acceptance of a deed or any other conveyance thereof, thereby agrees that the Restrictions of this Declaration may be amended as provided herein. All homeowners will be duly notified in advance of any vote.

7. ANNEXATION AND FUTURE DEVELOPMENT

7.1 Annexation. Additional property may be annexed to the Property by amendment of these Declarations as provided in Section 6.2. Such annexation shall be accomplished by filing in the Office of the Clerk of the Superior Court of Cobb County an approved subdivision plat describing the real property to be annexed to the Property and by including on such subdivision plat a statement that expressly sets forth the means the party identified above as the Eagle Ridge Property Owners Association's intention to make such annexed real property subject to the provisions of this Declaration or filing an amendment to the Declaration which has been consented to by the owners of the real property to be annexed if such real property is owned by someone other than Eagle Ridge Property Owners Association..

8. MISCELLANEOUS

8.1 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

8.2 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

8.3 Headings. The headings of the sections hereof are for convenience only and shall not affect the meaning or interpretation of this Declaration.

8.4 Gender Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

8.5 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by the means the party identified above as the Eagle Ridge Property Owners Association, the ACC, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses: if to Eagle Ridge Property Owners Association:

Inc. Eagle Ridge Property Owners Association,
2100 Roswell Road
Suite 200C #607
Marietta, GA 30062-3813

And if to an Owner, at such Owner's last known address. Any written communication transmitted in accordance with this Section shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

8.6 No Liability. Eagle Ridge Property Owners Association has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. In the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Eagle Ridge Property Owners Association shall have no liability of any kind as a result of such unenforceability and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Eagle Ridge Property Owners Association shall have no such liability.

8.7 Time of the Essence. Time is of the essence of this Declaration.

8.8 Annual Assessment:

8.8.1 An annual fee of \$25.00 shall be required from each property owner, to cover the financial obligations incurred by Eagle Ridge Property Owners Association (i.e., maintenance and upkeep of front entrance, legal counsel, mediation fees, etc.).

8.8.2 The above annual fee may be adjusted as required for inflation;

8.8.3 Otherwise the fee may only be increased by a vote of 2/3 of those participating in a referendum. At least two weeks notice must be given to each household prior to this referendum.

8.8.4 This annual fee will be due by September 30th of each year. If not paid by October 31st, the fee will be considered delinquent and the Board may take appropriate legal action as referenced in Section 5.4 of this Declaration.

This Declaration has been executed by Eagle Ridge Property Owners Association on the date first above written.

Executed in the presence of:

Eagle Ridge Property Owners Association, Inc.

Unofficial Witness

BY: _____
Cor Tadema, President

Notary Public
(NOTARY SEAL)

Attest: _____
Mary Ellen Mayer, Secretary

(Corporate Seal)

Exhibit "A" to

Declaration of Covenants,
Restrictions and Easements for Eagle Ridge

Eagle Ridge, Unit I -

All that tract or parcel of land lying and being in Land Lot 1024 & 1065, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 149, page 74, Cobb County, Georgia records.

Eagle Ridge, Unit II -

All that tract or parcel of land lying and being in Land Lot 1024 & 1065, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 154, page 15, Cobb County, Georgia records.

Eagle Ridge, Unit III -

All that tract or parcel of land lying and being in Land Lot 903 & 1024, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 159, page 59, Cobb County, Georgia records.

Eagle Ridge, Unit III - Phase II

All that tract or parcel of land lying and being in Land Lot 993, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 166, page 94, Cobb County, Georgia records.

Eagle Ridge, Unit III - Phase III

All that tract or parcel of land lying and being in Land Lot 993, 16th District, 2nd Section, Cobb County Georgia as shown on plat recorded in Plat Book 166, page 95, Cobb County, Georgia records.