

EXHIBIT "A"

Land Initially Submitted

All that tract or parcel of land lying and being in Land Lot 235 of the 20th District, 2nd Section, Cobb County, Georgia, containing approximately 30.540 acres, being designated as Lots 1 - 30 and Open Space (containing Detention Pond 1 and Detention Pond 2), as more particularly shown on that certain Final Plat of Ford Creek Estates, prepared by Barton Surveying, Inc., containing the seal of David Barton, Georgia Registered Land Surveyor No. 2533, dated October 23, 2012, recorded August 26, 2013, in Plat Book 273, Pages 297-303, Cobb County, Georgia land records, reference to said plat of survey and the record thereof hereby made for a more complete description.

EXHIBIT "B"

Land Subject to Annexation

The following property is not subject to this Declaration, but may be annexed in accordance with the terms of the Declaration. Any parcel or tract of land which is:

1. Adjacent to the property described on Exhibit "A" or adjacent to property previously annexed to the Declaration.
2. Located within a one (1) mile radius of the property described in Exhibit "A".

Exhibit "C"
Initial Use Restrictions and Rules

The purpose of the initial Use Restrictions and Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Article IX, Declarant, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Unit under one set of circumstances, the same thing may be disapproved for another Unit under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Declarant or the Board from taking enforcement action in any appropriate circumstances.

The following shall apply to all of the Community until such time as they are modified pursuant to Article X of the Declaration.

1. General. The Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any sales professionals retained by Declarant to assist in the marketing or sale of property described on Exhibit "A" or Exhibit "B," offices for any property manager retained by the Association or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Rules and Restrictions. The Community is subject to the following rules and restrictions unless expressly authorized by, and then subject to such conditions as may be imposed by the Board of Directors:

(a) Parking. The following restrictions shall apply to all Owners, occupants, invitees and guests; provided, however, construction, service, and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service to or to make a delivery within a Unit or the Common Area;

(i) Vehicles shall be parked only in appropriate parking spaces serving the Unit or other designated parking areas established by the Board, if any. No on street parking shall be permitted except in connection with special events as approved by the Board or as otherwise approved by the Board in writing. All parking shall be subject to such additional reasonable rules and regulations as the Board may adopt. The term "vehicles," as used herein, shall include, without limitation, trailers,

motorcycles, minibikes, trucks, campers, buses, vans and automobiles. The term "parking areas serving the Unit" shall refer to the number of garage parking spaces serving a residential dwelling located on a Unit and if and only if the Owner or occupants of a Unit have more vehicles than the number of garage parking spaces, those excess vehicles which are an Owners or occupant's primary means of transportation on a regular basis may be parked on the driveway on the Unit; provided, however, no vehicle parked in the driveway of a Unit shall encroach onto the sidewalks in the Community. The guest parking spots within the Community, if any, are for guests only and vehicles belonging to Unit Owners or occupants may not be parked in said guest parking spaces;

(ii) Parking of commercial vehicles or equipment, tractor trailer cabs, commercial equipment, mobile homes, recreational vehicles, ATVs, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than in enclosed garages or other areas designated by the Board, if any, is prohibited; provided, however, small panel trucks with company names and/or logos on the sides that are used as primary vehicles shall be permitted;

(iii) Any vehicle, commercial vehicle, boat, motorhome, trailer, ATV, boat and other watercraft or recreational vehicle, left upon any portion of the Common Area for longer than forty-eight (48) consecutive hours is subject to removal without further notice (the temporary removal of the vehicle, commercial vehicle, boat, motorhome, trailer, ATV, boat and other watercraft or recreational vehicle to break the continuity of the forty-eight (48) hour period shall not be sufficient to establish compliance with this restriction). The costs of such removal shall be an assessment against the Unit of the Owner of such vehicle, commercial vehicle, boat, motorhome, trailer, ATV, boat and other watercraft or other vehicles;

(iv) Garage doors shall be kept closed except during times of ingress and egress from the garage and garages shall be used primarily for the parking of vehicles and not for storage or other purposes;

(v) Trucks with mounted campers which are an Owner or occupants' 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; and

(vi) Nothing herein shall prevent the Declarant or its respective agents, builders, subcontractors and assigns from parking vehicles on any and all streets during regular business hours to facilitate the construction, development and build-out of the Community.

(b) Animals. Other than a reasonable number of dogs, cats, or other usual and common household pets, as determined by the Board in its sole discretion, raising, breeding, or keeping of animals of any kind is prohibited. Pets which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may institute legal action to have the pet removed and all costs associated therewith shall be a Specific Assessment against the Unit. Dogs shall be kept on a leash whenever outside the dwelling located on a Unit and not in a fenced in yard. Pet owners are required to clean up after pets. Pets shall be registered, licensed, and inoculated as required by law. Failure to comply with these restrictions may result in fines as provided for in the By-Laws. No dog runs, runners or exterior pens for household pets shall be erected or maintained on any Unit unless approved in accordance with the provisions of Article IX hereof. The Board of Directors shall have the right to adopt additional rules and regulations designed to minimize damage and disturbance to other Owners and occupants including restrictions requiring damage deposits, waste removal, leash control, noise control and occupancy limits based on the size and facilities of the Unit.

(c) Business. An Owner or occupant residing in a Unit may conduct business activities within the residential dwelling located on the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Community; (iii) the business activity does not involve excessive visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Community; (iv) 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; or (v) does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

This subsection shall not apply to any activity conducted by Declarant, Developer or a builder approved by Declarant with respect to its development and sale of the Community or its use of any Units which it owns within the Community.

(d) Trash Cans. Trash cans and recycle bins shall not be stored in the driveway other than the day of trash collection. Trash and recycling receptacles stored in side yards must be screened from view. Such screening design and materials must be approved by the Reviewer as provided in Article IX hereof. The Board of Directors

shall have the authority to adopt rules and regulations governing trash removal and/or recycling in the Community.

(e) Gardening Materials. Garden hoses, hose reels, sprinklers, and other gardening material and equipment must be stored out of view from adjacent Units and the public right-of-way when not in use.

(f) Garages. Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area is not permitted without the prior approval of the Reviewer pursuant to Article IX.

(g) Satellite Dishes. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Unit, unless approved in accordance with the provisions of Article IX hereof; provided, however, no such approval shall be necessary to install (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of the dwelling located on the Unit unless such installation (i) imposes unreasonable delay or prevents the use of the antennae; (ii) unreasonably increases the cost of installation; or (iii) an acceptable quality signal cannot otherwise be obtained.

(h) Fences. Written approval must be obtained from the Reviewer prior to any placement, erection, or installation of any fence or fencing type barrier of any kind on a Unit. Under no circumstances shall any fence be placed, erected, allowed, or maintained upon any Unit closer to the street than the rear one-third of the residence located on the Unit. Additional restrictions may apply to corner lots. Fence types are determined by the Declarant for the Community-Wide Standard and may be set forth in the Design Guidelines, but other types may be approved on an individual basis. The Declarant may install fencing on certain Units within the Community. Notwithstanding the foregoing, Declarant shall have the right to erect fencing of any type, at any location, on any Unit during the period that such Unit is being used by Declarant as a model home. The Board of Directors shall have the right to erect fencing of any type considered appropriate or desirable by the Board at any location on the Common Area.

(i) Miscellaneous. Written approval must be obtained from the Reviewer prior to any construction, erection, or placement of any thing, permanently or

temporarily, on the outside portions of the Unit in accordance with the provisions of Article IX of the Declaration. This shall include, without limitation, signs, permanent basketball hoops, swing sets and similar sports and play equipment; hedges, walls, dog runs, or animal pens, of any kind; garbage cans; woodpiles; and swimming pools.

(j) Portable Play Equipment. Equipment, including portable basketball hoops, soccer goals, pitching/catching devises, children's toys, bicycles, tricycles and other such items, must be stored out of view from adjacent Units and the public right-of-way when not in use.

(k) Flags. No such approval under Article IX of this Declaration shall be required for any Owner or occupant to display the flag of the United States of America and the current flag of the State of Georgia on a Unit in accordance with the provisions of the U.S. Flag Code (36 US Code 10) and usual and customary practice. The Declarant or the Association shall not enact any rule or regulation which has the effect of prohibiting any Owner from displaying the flag of the United States of America on any Unit in the Community; in contravention of the Freedom to Display the American Flag Act of 2005; provided, however, the Board of Directors of the Association may promulgate reasonable rules and regulations with respect to the display of flags in the Community, including, without limitation, regulating the size of flags that may be displayed and imposing reasonable time, place and manner restrictions pertaining to the display of the United States flag located on a Unit in the Community.

(l) Stream Buffer. Land disturbing activities shall not be conducted within any stream buffer area as shown on the recorded subdivision plats for the Community, except with prior written approval under Article IX hereof and in compliance with Georgia law, including without limitation, the Control of Erosion and Sedimentation Act, O.C.G.A. Section 12-7-1, *et seq.*, as amended from time to time.

(m) Undisturbed Buffer Areas. The Community contains a forty foot (40') undisturbed construction buffer, as shown on the Plat(s) for the Community. Owners shall not disturb the buffer areas in any way including, without limitation, the construction of any improvements in such buffer areas, landscaping, or cutting of trees, bushes or other vegetation, except as may be otherwise approved pursuant to Article IX hereof or in compliance with applicable Cobb County rules, regulations and zoning conditions.

(n) Storm Water Detention/Retention Ponds, Creeks and Streams. Except as herein provided, storm water retention or detention ponds, creeks, streams and wetland areas within the Community shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Board of Directors. For this purpose,

"wetlands" means any area labeled as wetlands on a Plat for the Community or otherwise designated as wetlands by the Declarant or the Board of Directors. The Association, the Declarant and the Developer shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the creeks, streams, wetlands or storm water detention/retention ponds within the Community. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in any storm water retention ponds, wetlands, creeks or streams within the Community. Applicable governmental agencies, the Declarant and the Association, shall have the sole right to control the water level of all bodies of water located within the Community and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention ponds, creeks and streams within the Community. Owners shall have no riparian or littoral rights with respect to the waters in any creek or stream within the Community and shall not be permitted to withdraw water from any stream, creek or storm water detention/retention pond as may exist in the Community without the prior written consent of the Board of Directors.

3. Prohibited Conditions. The following shall be prohibited within the Community:

(a) Quiet Enjoyment. Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

Plants, animals, devices, or other things 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 (the inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board); use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;

Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit. Each Owner hereby agrees that Declarant and Developer may engage in construction activities in the Community and that such activities shall not be in violation of this subsection.

(b) Laws. Any activity which violates local, state, or federal laws or regulations is prohibited. However, the Board shall have no obligation to take enforcement action in the event of a violation;

(c) Disrepair. Structures, equipment, or other items on the exterior portions of a Unit which have become unsightly, rusty, dilapidated, or otherwise fallen into disrepair;

(d) Irrigation. Sprinkler or irrigation systems or wells of any type which draw upon water from creeks, streams, or other ground or surface waters within the Community, except that Declarant and the Association shall have the right to draw water from such sources; and

(e) Motorized vehicles. Motorized vehicles on pathways or unpaved Common Areas, except for public safety vehicles and vehicles authorized by the Board.

(f) Annoyance. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units; provided, however, construction activities on Units in the Community by the Declarant, Developer or their agents or employees shall be deemed an annoyance as provided herein.

(g) Burning. Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Unit;

(h) Dumping. Dumping of grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, storm water detention/retention pond, lake, or elsewhere within the Community is prohibited. Fertilizers and pre-emergents may be applied to landscaping provided care is taken to minimize runoff;

(i) Trash. Accumulation of rubbish, trash, or garbage is prohibited except between regular garbage pick ups, and then only in approved containers;

(j) Drainage. Obstruction or rechanneling of drainage flows after the installation of drainage swales, storm sewers, or storm drains is prohibited, except that Declarant, Developer and the Association shall have such right;

(k) Subdivision. Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and Recorded, except that Declarant shall be permitted to subdivide or re-plat Units which it owns;

(l) Common Area Landscaping. Removal, alteration or pruning of landscaping on the Common Area.

(m) Firearms and Fireworks. The display or discharge of firearms and fireworks; provided, however, that the display of lawful firearms is permitted by law enforcement officers and also is permitted for the limited purpose of transporting firearms to or from a Unit; and provided, further the Board shall have no obligation to take action to prevent the discharge of firearms. The term "firearms" includes "B-B" guns, pellet guns, archery equipment and firearms of all types, regardless of size. The term "fireworks" shall include, but not be limited to, those items as listed in O.C.G.A. Section 25-10-1, as amended.

(n) Fuel. On site storage of fuel, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for the operation of maintenance vehicles, generators, and similar equipment; and,

(o) Vegetation. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within or outside the Community, or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.

(p) Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. The side of all window treatments, with the exception of stained wood blinds or shutters, which can be seen at any time from the outside of any structure located on a Unit shall be white or off-white or such other color as may be permitted in the Design Guidelines. Bed sheets, blankets, towels, black plastic, paper and similar type items shall not be used as window treatments.

(q) Air Conditioning Units. Installation and use of window air conditioning units shall be prohibited.

EXHIBIT "D"

BY-LAWS

OF

FORD CREEK ESTATES HOMEOWNERS ASSOCIATION, INC.