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DECLARATION OF CONDOMINIUM
FOR
RIDGE CREEK CONDOMINIUM

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DECLARATION OF CONDOMINIUM

FOR

RIDGECREEK CONDOMINIUM

THIS DECLARATION is made on this 12th day of September, 1988, by RIDGEWAY DEVELOPMENT COMPANY, a Georgia limited partnership, whose managing general partner is Ridgeway Development Corp., a Georgia corporation, and having its principal office at 2401 Lake Park Drive, Atlanta, Cobb County, Georgia, (hereinafter, together with any successors-in-title who come to stand in the same relation to the Condominium, referred to as the "Declarant");

W I T N E S S E T H

WHEREAS, the Declarant is the owner in fee simple of that property located in Land Lots 44, 45 and 66 of the 18th District of DeKalb County, Georgia, which is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the Declarant desires to submit the property described on Exhibit "A" hereto to the provisions of the Georgia Condominium Act, pursuant to the terms and provisions of this Declaration;

NOW, THEREFORE, the Declarant does hereby submit the property, ("Property"), described on Exhibit "A", which is attached hereto and incorporated herein by this reference, together with all of the improvements located thereon, to the provisions of the Georgia Condominium Act, O.C.G.A. Section 44-3-70, et seq. (Michie 1982), ("Act"). From and after the date on which this Declaration, together with the Plat of Survey and the Plans described herein, are recorded with the Clerk of the Superior Court of DeKalb County, Georgia, the Property described on Exhibit "A" hereto, and all of the improvements located thereon shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered, subject to all of the terms, provisions, and restrictions of this Declaration and of the aforesaid Georgia Condominium Act.

1. NAME.

The name of the condominium is Ridgecreek Condominium, (hereinafter sometimes called "Ridgecreek" or the "Condominium").

2. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS.

The Condominium is located in Land Lots 44, 45 and 66 of the 18th District of DeKalb County, Georgia. The Property which is submitted by this Declaration to the Act, is described in Exhibit "A" attached hereto. A Plat of Survey has been filed in Condominium Plat Book 6, Page 142, 143, DeKalb County, Georgia Records. Simultaneously with the recording of this Declaration in the office of the Clerk for DeKalb County, Georgia, Plans of every building which contains a unit located on the Property are being filed in Condominium Cabinet , File Folder No. 212, DeKalb County, Georgia Records. The Plat of Survey and Plans are hereby incorporated herein by reference as fully as if the same were set forth in their entirety herein.

3. UNITS AND BOUNDARIES.

The Property described and submitted to the Act is divided into sixteen (16) separate units, the limited common elements and the common elements. Each unit consists of a dwelling and its appurtenant percentage of undivided interest in the common elements as herein provided. Each unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The units are depicted on the Plat of Survey and the Plans. Each unit includes that part of the structure which lies within the following boundaries:

(a) Horizontal (Upper and Lower):

(i) The upper horizontal boundary of each unit located on the Property is the plane formed by the uppermost, unexposed surface of the wallboard or other material comprising a part of the ceiling enclosing the uppermost story of the unit.

(ii) The lower horizontal boundary of each unit located on the Property is the plane formed by the finished surface of the concrete slab or subflooring on which the lowermost story of the unit is constructed.

(b) Vertical (Perimetric or Lateral): The vertical boundaries of each unit located on the Property are the planes formed by the unexposed surface of the wallboard or other surface comprising the interior walls enclosing a unit.

(c) Notwithstanding the description of the boundaries set forth above, the units shall be deemed to be extended to include the following: all portions of the plumbing, heating, electrical, and air conditioning systems (including furnaces, compressors, components, pipes, wires, conduits, ducts, and the like) serving only that individual unit; all windows, glass surfaces, and doors (including window and door frames) serving the unit; and all portions of any covered deck, patio, or balcony serving the unit, whether or not such deck, patio, or balcony is enclosed.

4. LIMITED COMMON ELEMENTS -- ASSIGNMENT AND REASSIGNMENT.

(a) The limited common elements located on the Property and the unit(s) to which they are assigned are:

(i) the mailbox is assigned as a limited common element to the unit it serves;

(ii) to the extent that a deck, patio, or balcony serving a unit is not part of the unit, the deck, patio, or balcony which is appurtenant to each unit is assigned as limited common element to the unit having direct access to such deck, patio, or balcony;

(iii) the doorsteps or stoops leading as access to a deck, patio, or balcony are assigned as limited common element to the unit to which is assigned as limited common element the deck, patio, or balcony served by such doorsteps or stoops;

(iv) the portion of the common elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular unit or units is assigned as limited common element to the unit or units so served;

(v) any gas or electric meter which serves only one unit is assigned as limited common element to the unit so served;

(vi) to the extent that a garage or carport is not part of the unit, the garage or carport is assigned as a limited common element to the unit designated on the plats and plans; and

(vii) landings and stairways serving more than one and fewer than all of the units are assigned as limited common elements to the units served jointly.

(b) The Declarant, during the time that the Declarant is in control of the Association pursuant to this Declaration, and thereafter the Association's Board of Directors, are hereby authorized to assign and to reassign Limited Common Elements, without need for a membership vote, provided that any such assignment or reassignment shall be made in accordance with the provisions of Section 44-3-82(b) and (c) of the Act.

5. COMMON ELEMENTS.

The common elements and facilities include all parts of the Property not located within the boundaries of a unit.

6. UNDIVIDED INTEREST IN COMMON ELEMENTS.

Pursuant to Section 44-3-78 of the Act, each unit is allocated a percentage of undivided interest in the common elements equal to that assigned to every other unit.

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

All unit owners, by virtue of their ownership of a unit in the condominium, are members of the Ridgecreek Condominium Association, Inc., ("Association"), and shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Declaration and in accordance with the By-Laws of the Association which are attached hereto as Exhibit "C" and are by this reference incorporated herein. Subject to the provisions of the Condominium Instruments, each owner shall be entitled to one (1) vote for each unit in which he or she holds the interest required for membership and each unit is allocated a vote equal to each other unit's vote.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

Each unit is hereby allocated liability for common expenses equal to that allocated to every other unit.

(a) Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all common expenses shall be assessed against all the condominium units in accordance with the allocation of liability for common expenses.

(b) The Board of Directors shall have the power to assess specially pursuant to this Paragraph and to Section 44-3-80(b) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Paragraph 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 Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

(i) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility, any common expenses benefitting less than all of the units may be specially assessed equitably among all of the condominium units which are benefitted according to the benefit received.

(ii) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the units or by the licensees or invitees of any such unit or units may be specially assessed against the condominium unit or units, the conduct of any occupant, licensee, or invitee of which occasioned any such common expenses.

(iii) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility, any common expenses which significantly disproportionately benefit all units, may be assessed equitably among all units according to the benefit received.

For purposes of this Paragraph, non-use shall not constitute significantly disproportionate benefit or benefit to less than all units unless such non-use results in an identifiable, calculable reduction in cost to the Association.

(c) Except for the painting or staining of exposed limited common elements, maintenance of stairways and landings that serve more than one unit, and paving and maintenance of automobile parking spaces if automobile parking spaces are assigned as limited common elements, common expenses, if any, associated with the maintenance, repair, or replacement of, or provision of utilities to any limited common element, shall be assessed against the unit or units to which the limited common element was assigned at the time the expense was incurred; if the limited common element was or is assigned to more than one unit, the expense shall be equally divided among those units. The expense of the painting or staining of exposed limited common elements, maintenance of stairways and landings that serve more than one unit, and paving and maintenance of automobile parking spaces if automobile parking spaces are assigned as limited common elements, shall be a general common expense allocated in accordance with subparagraph (a) of this Section. For purposes of allocating costs in accordance with

this Section, an enclosed deck, patio, or balcony shall not be an exposed exterior portion of a unit. Accordingly, all costs of painting, staining, and otherwise maintaining an enclosed deck, patio, or balcony shall be the responsibility of the owner of the unit which is served by such deck, patio, or balcony.

9. ASSOCIATION RIGHTS AND RESTRICTIONS.

The Association, acting through its board of directors, shall have the right, in addition to and not in limitation of all other rights it may have:

(a) to enter into units for emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the owner or occupant of the unit;

(b) to make and to enforce reasonable rules and regulations governing the use of the Property; including the units, limited common elements, and common elements, specifically including, but not limited to, regulation of parking on the common elements; and

(c) to enforce Use Restrictions, other Declaration and By-Law provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in Section 44-3-76 of the Act. These powers, however, shall not be construed as limiting any other legal means of enforcing the Use Restrictions or rules and regulations of the Association. Any fines so imposed shall be considered an assessment against the unit and may be collected in the manner provided for collection of other assessments.

(d) to grant permits, licenses, utility easements, and other easements, permits, or licenses necessary for the proper maintenance or operation of the Condominium under, through, or over the common elements, as may be reasonably necessary to or desirable for the ongoing development and operation of the Condominium.

10. USE RESTRICTIONS.

The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or cancel rules and

regulations applicable to the units and the common elements. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles on the Condominium property. The Board shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Condominium. Such rules and regulations as are promulgated by the Board of Directors shall be binding upon all owners, occupants and guests until and unless overruled, cancelled, or modified in a regular or special meeting by the vote of owners holding a majority of the total votes in the Association and by the vote of the Declarant, so long as the Declarant has the right to appoint the members of the Board of Directors pursuant to Paragraph 17(b) hereof. Except as otherwise provided for Declarant, use of all units is restricted as follows:

(a) 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 Condominium, including business uses ancillary to a primary residential use, except that the owner or occupant residing in a unit may conduct such ancillary business activities within 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 the exterior of the unit; (ii) the business activity does not involve persons coming onto the Condominium property who do not reside in the Condominium or door-to-door solicitation of residents of the Condominium; (iii) the business activity conforms to all zoning requirements for the property; and (iv) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, 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 on-going 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) 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 therefor. Notwithstanding the above, leasing and loaning of units within the Condominium and use of units owned by a corporation as guest houses or temporary lodging for the corporation's employees and guests, in accordance with Paragraphs 15 and 10(c) herein, shall not be considered a trade or business within the meaning of this subparagraph.

(b) Subdivision of Units and Outbuildings. No unit may be subdivided into a smaller unit and no structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected or used by any owner or occupant on any portion of the Property as may be subjected hereto, at any time, either temporarily or permanently.

(c) Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Property or other property as may be subjected hereto, except that no more than a total of two (2) dogs, cats, or other common household pets may be kept by an owner in his or her respective unit, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the owner or occupants of any other units or create a nuisance. All dogs and cats must be registered and vaccinated as required by law. Notwithstanding this provision, no pet enclosures shall be erected, placed, or permitted to remain on any property subjected to this Declaration. The keeping of pets and their ingress, egress, and travel upon the common elements shall be subject to such rules and regulations as may be issued by the Board of Directors. If an owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use or travel upon the common elements. The Board of Directors may subject ingress, egress, use, or travel upon the common elements to a user fee, which may be a general fee for all similarly situated persons or a specific fee imposed for failure of an owner or occupant to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health of any owner or occupant of a unit or which creates a nuisance or an unreasonable disturbance, as may be determined in the sole discretion of the Board of Directors must be permanently removed from the Condominium Property upon seven (7) days written notice by the Board of Directors.

(d) Signs. Except as hereinafter provided for Declarant, no advertising signs of any kind, except one "For Rent" or "For Sale" sign per unit of not more than two feet by two feet (2' x 2') placed only inside the enclosed unit, shall be erected, placed, or permitted to remain on the Condominium Property without the written consent of the Board or its designee. The Board shall have the right to erect reasonable and appropriate signs.

(e) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the unit and shall not be allowed to accumulate therein. For so long as trash receptacles are used to facilitate trash, rubbish, and garbage

removal, all trash, rubbish, and garbage shall be placed therein for removal from the Property. All outdoor storage facilities and trash receptacles shall be screened from the view of other units, streets and parking areas.

(f) Planting, Gardening, and Fences. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the property subjected hereto, except such as have been installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or its designated representative. Except for the right of ingress and egress, the owners of units are hereby prohibited and restricted from using any of the Property subject to this Declaration outside of their respective units, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners in the Condominium and is necessary for the protection of said owners.

(g) Impairment of Units and Easements. An owner shall do no act nor any work that will impair the structural soundness or integrity of another unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other units or their owners or occupants.

(h) Antennas. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements located upon the Property subject to this Declaration nor upon any structure situated upon said Property; except that the Declarant or the Association may install and maintain an aerial or other apparatus for a master antenna or cable system, should any such master system or systems be utilized and require any such exterior antenna or apparatus.

(i) Nuisance. No owner or occupant of a unit may use or allow the use of the unit or any portion of the Condominium in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other owners or occupants of a portion of the Condominium; or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved homeowner to proceed individually for relief from interference with his or her property or personal rights.

(j) 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 Condominium.

(k) Parking. All parking shall be governed by the Association as set forth in the By-Laws.

(l) Number of Residents. There shall be no more than two (2) permanent residents for each bedroom located within a unit. For purposes of this paragraph, anyone who resides at the Condominium for more than four (4) consecutive weeks or for more than eight (8) weeks in any calendar year shall be deemed a permanent resident.

(m) Window Coverings. All curtains, drapery materials, window shades, or other window treatments visible from the exterior of a unit shall be white or off-white in color or of such other pastel color as may be provided by Declarant to the first purchaser of a Unit, and shall not be of a reflective material. All windows of a unit shall have interior window coverings or treatments which meet this requirement.

(n) Heating of Units in Colder Months. In order to prevent breakage of water pipes during colder months of the year resulting in damage to units and common elements, increased common expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within all units shall be maintained with the heat in an "on" position and at a minimum of fifty (50°) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) during the months of October, November, December, January, February, March, and April whenever the temperature is forecasted to or does reach thirty-two (32°) degrees Fahrenheit or below. Owners and occupants of units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working the unit owner shall immediately inform the Board of Directors of this failure of the equipment and of the time needed in order to repair the equipment. Notwithstanding any provision in this Declaration or in the By-Laws to the contrary, including, but not limited to, Article VII of the By-Laws, any owner or occupant may be fined up to Five Hundred (\$500.00) Dollars for violation of this requirement by the Board of Directors, in addition to any other remedies of the Association, without a prior warning, demand, or hearing. Any fine imposed pursuant to this Paragraph shall be deemed an assessment against the unit and may be collected in the same manner as provided for collection of assessments.

(c) Loaning of Units. Notwithstanding any provision to the contrary contained in this Declaration or the By-Laws, including but not limited to Paragraph 15 hereof, during any period of time while the owner or lessee of a unit is not occupying the unit the owner or lessee of such unit shall have the right to apply for use of the unit as a loaned unit. An owner or lessee of a unit shall be deemed to have loaned a unit when such owner or lessee makes the unit available, with or without compensation, for temporary occupancy to a person or persons not normally residing in the unit. An owner or lessee of a unit who desires to loan a unit for periods of time when the owner or lessee is not in residence shall apply in writing to the Board of Directors for approval to use the unit as a loaned unit. The Board of Directors shall consider each such application for approval of the unit as a loaned unit and shall make a decision, in its sole and absolute discretion, on each such application and notify the applicant of the decision within forty-five (45) days of receipt of the application. Any application not acted upon within such forty-five (45) day period shall be deemed approved. The Board shall issue to all owners or lessees of units approved as loaned units a written statement of such approval (all units approved by the Board as loaned units are hereinafter referred to as "Loan Unit(s)" and all owners or lessees which receive such approval and their successors or assigns who continue to loan the unit within consecutive twelve (12) month periods as provided below are hereinafter referred to as "Approved Party(ies)"). All such Loan Units may be loaned for any period of time with no minimum period of occupancy and shall continue to retain their status as Loan Units so long as the Approved Party remains as the owner or lessee of the unit. The status of a unit as a Loan Unit is transferrable to the successors and assigns of the Approved Party provided that the status as a Loan Unit shall terminate in the hands of any successors and assigns if the unit is not actually loaned during any period of twelve (12) consecutive months. This subparagraph 10(c) shall not be amended nor the use of Loan Units further restricted unless the amendment or restriction is consented to in writing by all Approved Parties as required in Paragraph 12 below.

11. ASSESSMENT LIEN.

The Association shall have the power to impose assessments as provided in these Condominium Instruments. Such assessments are the personal obligation of the owner against whom they are assessed and are a lien against the unit. The obligation and the lien for assessment shall also include: a late or delinquency charge in the amount of the greater of Ten (\$10.00) Dollars or ten (10%) percent of the amount of each assessment or installment not paid when due, or such higher

amount as may be authorized by the Act; interest on each assessment or installment not paid when due and on any delinquency fee or late charge appertaining thereto from the date the charge was first due and payable at the rate of eight (8%) percent per annum, or such higher rate as may be authorized by the Act; the costs of collection, including court costs, the expenses of sale, any expense required for the protection and preservation of the unit, and reasonable attorney's fees actually incurred; and the fair rental value of the unit from the time of institution of suit until the sale at foreclosure or other satisfaction of any judgment. All rights provided for and to the Association by this Section shall be exercised as provided in the By-Laws.

12. AMENDMENTS.

Except in the case of an amendment to this Declaration by the Association to assign or reassign limited common elements, or by the Declarant to relinquish its right to appoint and remove Directors of the Association, or by the Declarant to expand the Condominium all of which are provided for in other sections of this Declaration, or as a result of condemnation or substantial damage and destruction as provided for in this Declaration and in the Act, this Declaration may be amended only as follows:

(a) All amendments to this Declaration, other than as specified above, may be made only by the affirmative vote, written consent, or any combination thereof, of the members of the Association holding at least seventy-five (75%) percent of the total votes thereof.

(b) In addition, the approval of all parties shall be obtained who are required to approve an amendment pursuant to the terms of Section 16 below entitled "Mortgage Provisions."

(c) So long as the Declarant has the right to control the Association under Paragraph 17(b) of this Declaration or an unexpired option to expand the Condominium, no amendment to the Declaration or By-Laws shall be effective until approved in writing by the Declarant. So long as Declarant has the right to maintain sales or leasing activity within the Condominium, no amendment limiting or restricting that right shall be effective until approved in writing by Declarant.

(d) No amendment to subparagraph 10(c) of this Declaration or further restrictions on the use of Loan Units shall be effective unless consented to in writing by all Approved Parties as defined in subparagraph 10(c).

(e) Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. Any member may evidence consent to any amendment in writing without the necessity of a meeting or to supplant votes received at a meeting.

(f) No amendment shall be effective until it is certified by the officers of the Association and a copy is filed in the office of the Clerk of Superior Court of DeKalb County, Georgia. Any amendment so certified (and signed by the Declarant, if required) and recorded shall be conclusively presumed to have been duly adopted.

13. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstance or any other provision(s) which shall remain in full force and effect.

14. PREPARER.

This Declaration was prepared by D. R. Sloan, Jr. and Louis E. Bridges, III, of Hystt & Rhoads, P.C., 2400 Marquis One Tower, 245 Peachtree Center Avenue, N.E., Atlanta, Georgia 30303.

15. SALES AND LEASES.

In order to assure a community of congenial owners and thus protect the value of the units, the sale or leasing of a unit by any owner (other than as herein provided for certain mortgagees and Declarant) shall be subject to the following provisions so long as the property shall be owned in accordance with the terms and conditions of this Declaration and the Act. Loan of a unit in accordance with Paragraph 10(o) of this Declaration shall not constitute leasing for purposes of this paragraph.

(a) Any owner intending to sell or lease his or her unit shall give notice in writing to the Board of Directors of such intention, stating the name and address of the intended purchaser or lessee, the terms of the proposed transaction and such other information as the Board may reasonably require. The Board of Directors shall have authority to make and to enforce reasonable rules and regulations in order to enforce this provision, including the right to impose fines constituting a lien upon the unit sold or leased pursuant to Sections 44-3-76 and 44-3-109 of the Act.

(b) Units may be rented only in their entirety; no fraction or portion may be rented. No transient tenants may be accommodated therein. All leases and lessees are subject to the provisions of the Declaration and By-Laws. All rentals must be for an initial term of no less than one (1) year. The unit owner must make available to the tenant copies of the Condominium Instruments including the Declaration, By-Laws, and rules and regulations. Any lease of a unit in the Condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each owner covenants and agrees that any lease of a unit shall contain the following language and agrees that if such language is not expressly contained therein, then, such language shall be incorporated into a lease by existence of this covenant on the unit. A lease that complies with this covenant and that may be used by owners in compliance herewith is attached hereto as Exhibit "B", which is incorporated herein by this reference. Any lessee, by occupancy in a unit, agrees to the applicability of this covenant and incorporation of this covenant and the following language into the lease:

(i) Lessee acknowledges that the provisions of subparagraphs (ii), (iii) and (iv) hereof are made for the benefit of the Association for the purpose of discharging Lessor's duties to the Association through Lessee's performance. In order to enforce the provisions of this Agreement made for the Association's benefit, the Association may bring an action against Lessee to recover sums due for damages or injunctive relief or may impose any other sanction authorized by the Declaration and By-Laws, as they may be amended from time to time, or available at law or equity, including, but not limited to, all remedies available to a landlord upon breach or default of a lease agreement by the Lessee. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

(ii) Lessee shall comply strictly with all provisions of the Declaration, By-Laws, and with the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee or any occupant or person living with Lessee of any provision of the Declaration, By-Laws, or rules and regulations adopted thereunder shall constitute a default under this lease.

(iii) Upon request by the Association, Lessee shall pay to the Association all unpaid annual assessments and special assessments, as lawfully determined and made payable during and prior to the term of this Agreement and any other period of occupancy by Lessee; provided, however, that Lessee need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Association's request. All payments made to the Association shall reduce by the same amount Lessee's obligation to make monthly rental payments to Lessor under the Lease. If Lessee fails to comply with the Association's request to pay assessments, Lessee shall pay to the Association all late or delinquent charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the Premises during the term of this Agreement and any other period of occupancy by Lessee.

(iv) Lessee's rights shall be subject to all rights of the Association and any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the Premises by Lessor.

(c) In the event the Association proceeds to evict the Lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the unit and the owner thereof, such being deemed hereby as an expense which benefits the leased unit and the owner thereof.

(d) Any Lessee charged with a violation of the Declaration, By-Laws, or rules and regulations is entitled to the same rights to which the owner is entitled as provided in the Association's By-Laws.

(e) Notwithstanding anything to the contrary herein contained, the provisions of this Article shall not apply to impair the right of any first mortgagee to:

(i) foreclose or take title to a unit pursuant to remedies contained in any mortgage;

(ii) take a deed or assignment in lieu of foreclosure, or

(iii) sell, lease, or otherwise dispose of a unit acquired by the mortgagee.

16. MORTGAGEE PROVISIONS.

(a) Notwithstanding any other provision herein to the contrary, unless at least two-thirds (2/3) of the mortgagees or owners other than Declarant shall have given their prior written approval, neither the Association nor any unit owner shall:

(i) by act or omission seek to abandon or terminate the Condominium;

(ii) except as provided herein and in the Act for condemnation, substantial damage and destruction, and expansion of the Condominium, change the percentage interest in the common elements, or obligations for common expenses or votes in the Association of any unit;

(iii) subdivide, partition, or relocate the boundaries of any unit;

(iv) by act or omission, withdraw the submission of the subjected property to the Act, except as provided by the Condominium Instruments or the Act or abandon, subdivide, partition, encumber, sell, or transfer the common elements (The granting of easements for public utilities or for other public purposes, including cable television in the community, consistent with the intended use of the common elements by the Association or the Declarant shall not be deemed a transfer.); or

(v) use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement, or reconstruction of such property, except as provided by statute for substantial loss to the units and/or common elements.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from mortgagees or unit owners where a larger percentage vote is otherwise required by the Act or the Condominium instruments for any of the actions contained in this subparagraph.

(b) Any person who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of mortgage is not liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by such person, but such person shall be responsible for all charges which occur subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) Upon written request to the Association, identifying the name and address of the holder and the unit number or address, any mortgage holder, (herein referred to as "Eligible Mortgage Holder"), will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit on which there is a first mortgage held by such Eligible Mortgage Holder;

(ii) any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held by such Eligible Mortgage Holder which remains uncured for a period of sixty (60) days; and any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an individual unit owner of any obligation under the Condominium Instruments which is not cured within sixty (60) days;

(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) Any holder of a first mortgage shall be entitled, upon written request, to receive within a reasonable time after request, an audited financial statement of the Association for the immediately preceding fiscal year, free of charge to the mortgagee so requesting.

(e) Notwithstanding anything to the contrary herein contained, the provisions of Article 15 governing sales and leases shall not apply to impair the right of any first mortgagee to:

(i) foreclose or take title to a unit pursuant to remedies contained in any mortgage; or

(ii) take a deed or assignment in lieu of foreclosure; or

(iii) sell, lease, or otherwise dispose of a unit acquired by the mortgagee.

17. DECLARANT RIGHTS.

Notwithstanding anything to the contrary contained elsewhere in this Declaration, any other Condominium Instrument, or the Articles of Incorporation of Ridgecreek Condominium Association, Inc., in accordance with the Act and this Declaration, the Declarant shall have the following rights:

(a) The Declarant and its duly authorized agents, representatives, and employees shall have, and there hereby is reserved unto the Declarant, its agents, representatives, and employees, an easement over, across, and to the Condominium for construction of units or common facilities, provision of warranty services to owners, maintenance of sales or leasing offices, signs, and/or model units on the Condominium property, and sales and marketing activities in connection with the Condominium or any other property at any time owned by the Declarant and located in DeKalb County, Georgia, for a period of seven (7) years from the date of recording of this Declaration, unless sooner relinquished in writing signed by the Declarant. This subparagraph shall not be amended, nor shall Declarant's rights hereunder be further restricted without the prior written consent of Declarant in accordance with Paragraph 12(c) hereof.

(b) The Declarant shall have the right to appoint and remove any member or members of the Board of Directors of the Association. The Declarant's authority to so appoint and remove members of the Board of Directors of the Association shall expire on the first to occur of the following:

(i) the expiration of five (5) years after the date upon which this Declaration is recorded in the Clerk's Office of DeKalb County, Georgia, or

(ii) unless there is an unexpired option to expand, the date as of which seventy-five (75%) percent of the units shall have been conveyed by the Declarant to unit owners other than a person or persons constituting the Declarant; or

(iii) the date on which the Declarant voluntarily relinquishes such right by executing and recording a written declaration of intent which shall become effective as specified in such declaration.

(c) Notwithstanding anything to the contrary contained herein, Declarant shall have the right to sell or lease units and to erect and maintain signs to facilitate such sales or leases as it, in its sole discretion, deems appropriate and shall not be required to comply with the

provisions of this Declaration regarding signs and Sales and Leases.

(d) The Declarant and its duly authorized agents, representatives, and employees as well as its successors, assigns, licensees and mortgagees, shall have and there is hereby reserved an easement over the common elements of the Condominium for the purposes of enjoyment, use, access and development of the Additional Property described in Exhibit "D" of this Declaration which is by this reference incorporated herein. This easement includes but is not limited to ingress and egress over the common elements for construction of roads and other improvements and for installation of utilities on the Additional Property described in Exhibit "D", whether or not the Additional Property is submitted to this Declaration. Declarants agree that they, and their successors and assigns, shall be responsible for any damages caused to the common elements as a result of vehicular traffic connected with development of the Additional Property described in Exhibit "D". Declarants further agree that if the Additional Property is not submitted to this Declaration and the easement is exercised for permanent access to the Additional Property, the Declarants, their successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway to the Additional Property, such cost-share agreement to be based on the square footage of improvements on each parcel.

(e) Any notice required to be given Declarant shall be effective on receipt and shall be sent registered or certified mail, return receipt requested, or personally delivered, addressed as follows:

Ridgeway Development Company
2401 Lake Park Drive, Suite 100
Atlanta, Georgia 30080

with a copy to:

D. R. Sloan, Jr.
Hyatt & Rhoads, P.C.
2400 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303

18. EXPANSION OPTION.

The Declarant expressly reserves the option and right, but not the obligation, to expand the Condominium; and, subject to this Declaration and the Act, to submit to the Condominium

all or any portion of the Additional Property described on Exhibit "D" attached hereto and by this reference incorporated herein, including any improvements thereon. Except as contained in this Section, there are no limitations upon this option to expand.

(a) This option to expand shall expire seven (7) years from the date of recording this Declaration, unless all of the Additional Property shall have been added to the Condominium before that time; provided that the time may be extended by the affirmative vote or written consent, or any combination of affirmative vote and written consent, of two-thirds (2/3) of the total vote of the Association, excluding any votes held by Declarant at any time during the year preceding the time the option would otherwise expire.

(b) The Property may be developed in Phases. Phase I consists of sixteen (16) units located upon the property described on Exhibit "A" hereof. The Additional Property shall be developed in additional phases. The boundaries of the additional phases are described on Exhibit "D", attached hereto, and by this reference incorporated herein. The Additional Property may be added as a whole at one time or in one or more portions at different times, or it may never be added, and there are no limitations upon the order of addition or boundaries thereof. The parcels submitted to the Condominium need not be contiguous and the exercise of the option as to any portion of the Additional Property shall not bar the further exercise of the option as to any other portions of the Additional Property.

(c) There are no limitations on the locations or dimensions of improvements to be located on the Additional Property. No assurances are made as to what, if any, further improvements will be made by Declarant on any portion of the Additional Property.

(d) The maximum number of units that may be created in the Condominium is two hundred ninety four (294), and the maximum number of units that may be created on the Additional Property is two hundred fifty eight (258). The maximum average number of units per acre that may be created on the Additional Property is twelve (12).

(e) The Additional Property, when and if added to the Condominium, shall be subject to the use restrictions contained in this Declaration or subsequently promulgated in accordance herewith.

(f) Any structures and improvements placed, constructed, replaced, or reconstructed on the Additional Property, if added to the Condominium, will be compatible with and the same as or similar to the existing units in the Condominium as to quality of construction and architectural style. No assurances are made with respect to materials to be used in improvements placed on the Additional Property.

(g) No assurances are made that units constructed on the Additional Property will be substantially identical to those in the Condominium.

(h) The Declarant shall have the unlimited right to assign some of the Additional Property as limited common elements.

(i) If the option to expand the Condominium is exercised, the undivided interest in the common elements, the liability for common expenses, and votes in the Association shall all be reallocated so that the interest, liability, and vote of each unit is equal to that of every other unit in the Condominium, as expanded.

(j) This option reserved shall be exercisable unilaterally by the Declarant and the consent of unit owners shall not be required. Declarant shall have the unilateral right to reallocate percentages of undivided interests in the common elements, liability for payment of common expenses, and allocation of votes in the Association, all to be done in accordance with the limitations above described. The Declarant shall exercise the option by its adoption, execution, and recordation of an amendment to this Declaration and by recording such plats, certifications, and plans as may be required by the Act.

19. SUCCESSOR DECLARANT.

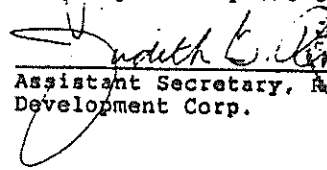
No successor to Declarant by operation of law or through purchase of Declarant's interest in the property, or any part thereof, at foreclosure shall be liable for any act, omission, or matter occurring prior to the time such successor succeeded to the interest of Declarant.

IN WITNESS WHEREOF, Ridgeway Development Company, as the Declarant, hereby executes this Declaration by and through its authorized representatives on the day and year first above written.

RIDGEWAY DEVELOPMENT COMPANY,
a Georgia limited partnership

By: RIDGEWAY DEVELOPMENT CORP.
its Managing General Partner

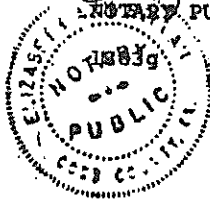
By: 
JOHN A. STRAMA, President
Ridgeway Development Corp.

Attest: 
Assistant Secretary, Ridgeway
Development Corp.

Signed, sealed, and delivered
in the presence of:
This 1st day of September, 1988.

WITNESS


NOTARY PUBLIC



State of Georgia
Commission Expires Oct. 1, 1991