

ARTICLE I

DEFINITIONS

Section 1. "Architectural Control Committee"

shall mean and refer to the Developer and two other individuals appointed by the Developer who are qualified or experienced in architecture, engineering, environmental design, land planning, and real estate development. If a conflict or problem arises within the members of the Architectural Control Committee the developer's decision shall control

Section 2. "Association"

shall mean and refer to Barrington Farms Homeowners Association Inc., its successors and assigns.

Section 3. "Board"

shall mean and refer to the Board of Directors of the Association.

Section 4. "association properties"

shall mean and refer any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter designated by Developer as association Properties or held for the common use and enjoyment of the owners. All Association Properties are to be devoted to and are intended for the common use and enjoyment of the owners, their families, and guests of the Owners, persons occupying residential accommodations of Owners on a guest or tenant basis. Notwithstanding anything herein, as long as there is a class B membership, no properties shall be designated Association Properties until H.U.D. first approves the same.

Section 5. "Common Expenses"

shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration and the by-laws and Articles of Incorporation of the Association.

Section 6. "Declaration"

shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 7. "Developer"

shall mean and refer to Nova Ventures, a Georgia partnership, or any successor in title or any successor in interest to Nova Ventures, to all or any portion of the property then subject to this Declaration, provided in the instrument of conveyance to any such' successor in title or interest, such successor in title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the Developer hereunder at the time of such conveyance.

Section 8. "Lot"

shall mean and refer to any improved or unimproved parcel of land located within the properties which is used or intended for use as a site for a single family dwelling and which is shown on any recorded plat of any part of the properties or any expansion thereof by Developer.

Section 9. "Owners"

shall mean and refer to the record owners, whether one or more persons, of the fee simple title to any lot which is a part of the property, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Person"

shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 11. "Plat"

shall mean and refer to that certain Plat of Survey prepared by Landmark Survey dated January 30, 1993 and recorded in Plat Book 55 Page 218, in the Office of the Clerk of the Superior Court of Coweta County, Georgia.

Section 12. "Property"

shall mean and refer to that certain real property described in Exhibit "A" attached hereto.

Section 13. "Structure"

shall mean and refer to: (i) 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 limitation, any building, or part thereof, garage, porch, deck, gazebo, shed, tree house, greenhouse or bathhouse, coop or cage, screening, enclosures, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill, ditch, diversion dam or flow of surface waters from, upon or across any Lot, or which artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 13 applies to such change.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers, and Duties of Architectural Control Committee.

The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment for 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

Section 2. Construction: Review and Approval.

No exterior construction, alteration, addition or erection of any nature whatsoever, shall be commenced or placed upon any part of the properties, except such as is installed by the Declarant, or as is approved in accordance with this section. or as is otherwise expressly permitted herein. No exterior construction, addition, erection or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, and height, materials and location shall have been submitted in writing to the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee including where applicable, and without being limited to the following:

- (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 shall 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.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

Every owner of a Lot which is subject to this Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

Section 2. Voting Rights.

The Association shall have two classes of voting membership.

Class A.

Initially, the Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If multiple owners of a Lot cannot unanimously decide how to cast their vote then no vote may be cast regarding the ownership by that particular Lot.

Class B.

The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events: (i) ten (10) years from the date of the Declaration; or (ii) when 75% of the lots are deeded to homeowners.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment.

Subject to the provisions herein, every member of the association shall have a right and easement of use and enjoyment in and to the Association Properties (including¹ without limitation, the right of pedestrian¹ but not vehicular access, ingress and egress to and from his Lot over those portions of the Association Properties from time to time designated for purposes), which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) the right of the Association to adopt and publish rules and regulations governing the use of the Association Properties. (b) the rights of the Association to borrow money for the purpose of improving the Association Properties or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and, upon the assent of two-thirds of the Class A members and the Class B members, if any, to give as security a mortgage conveying all or any portion of the Association Property. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interest, easements and privileges herein reserved or established for the benefit of Developer, any Owner, or the holder of any mortgage, irrespective of when executed, given by Developer.

(c) the right of the Association to dedicate or transfer all or any part of the Association Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2\3) of each class of members, agreeing to such dedication or transfer, has been recorded -

(d) The easements reserved in Article VII of this Declaration.

Section 2. Declaration of Use.

An Owner may delegate, in accordance with the By-Laws, his right of use and enjoyment in and to the association Properties, the improvements thereon to the members-of his family, his tenants, guests and invitees, subject to such regulations and fees as may be established from time to time by the Association.

Section 3. Title to Association properties.

Any Association properties shall be deeded, in fee simple or easement to the Association.

Section 4. No Partition.

There shall be no judicial partition of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. Additionally, no Lot shall be split, divided or otherwise conveyed in part, unless the Architectural Control Committee first approves the same in writing.

ARTICLE V

COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

Section 1 Creation of the Lien and personal obligation of Assessments.

Each Owner of a Lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorneys fees, shall be a charge and a continuing lien upon the Lot against which each such assessments made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Mortgagees holding a mortgage on any lot shall not be required to collect assessments on lots encumbered by the mortgage. Furthermore, the failure to pay any assessment on any lot encumbered by a mortgage will not constitute a default under the mortgage.

Section 2 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including without limitation the maintenance and repair of the Association Properties and improvements thereon, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Association Property, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

Section 3. Computation of Annual Assessments.

It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated common expenses of operating the association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, so long as there is a Class B member, or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting on the date when there is no longer a Class B member, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proved inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 4. Special Assessments.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for common expenses, applicable to that year only, provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the members of each class voting in person or by proxy at a meeting duly called for such purposes.

Section 5. Notice for any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 6. Rate of Assessment.

Annual and special assessments must be fixed at a uniform rate for all Lots. During the three-year period ending on the third anniversary of the date of the filing of this Declaration, assessments attributable to any on Lot shall not exceed \$10.00 per month, so long as there is a Class B Member.

Section 7 Date of Commencement of Annual Assessments, Due Dates.

Developer shall establish when Assessments are to commence and the due date of each annual assessment. Anything contained herein to the contrary notwithstanding, Developer on behalf of itself and its successors and assigns, covenants and agrees to pay the annual assessments for each Lot owned by Developer which contains an occupied residence; provided however, Developer shall not be responsible for assessments on Lots not containing an occupied residence. The commencement for assessments and due dates shall be established by the Developer until such time as there is no longer a Class B member. Upon demand, and for a reasonable charge, the Association shall furnish a Certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot which have been paid. A properly executed Certificate of the Association as the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance. If on January 1st of any calendar year, a lot has a dwelling constructed thereon and said dwelling is 90% completed, the lot shall be assessed at the full assessment rate. If on January 1st of any calendar year a lot does not have a dwelling constructed thereon or has a dwelling constructed thereon which is less than 90% complete, said lot shall be assessed one-half the assessment rate.

Section 8 Effect of Nonpayment of Assessments: remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association in connection with the foreclosure of said lien the irrevocable power of attorney to sell the said Lot subject to the aforesaid lien at the usual place for conducting sales at the courthouse in Coweta County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of said sale once a week for four (4) weeks immediately preceding such sale in the paper in Sheriff's advertisements for Coweta County, Georgia are published. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure. If an assessment is not paid on or before the date when due, the Association may also suspend the voting rights and right to use any Association Properties of such delinquent member.

(Continued on the next page)

Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such members Lot in favor of the Association.

Section 9 Subordination of the Lien to First Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or any proceeding in lieu thereof shall relieve such Lots from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Association Properties; (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding, any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens except Lots owned by the Developer not containing an occupied residence.

Section 11- Insurance Maintained by the Association.

The Board shall obtain a liability policy covering the Association, the Association Properties, and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. Absolute liability is not imposed on lot owners for damage to common area or lots in the Planned Unit Development.

ARTICLE VI

MAINTENANCE

Section 1. Association's Responsibility.

Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Association Property and improvements thereon. The Association's responsibility with respect to the Association Property shall be deemed to include the maintenance, repair, and replacement of (i) all road, driveways, walks, parking areas and buildings and other improvements situated within the Association Property, (ii) such utility lines, pipes, plumbing, wires, conduits and Systems which are a part of the Association Property, and (iii) all lawns, trees, shrubs, hedges grass and other landscaping situated within or upon the Association Property.

Section 2 Owner's Responsibility.

Each Owner shall keep and maintain each Lot owned by him, as well as all landscaping located thereon, in good condition and repair, including but not limited to (i) repairing and painting (or other appropriate external care) of all Structures, (ii) cutting grass areas including Right-of-Ways (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If in the opinion of the Architectural Control Committee, any Owner shall fail to perform the duties imposed by this Section, the Architectural Control Committee shall notify the Association. If the Board shall agree with the determination of the Architectural Control Committee with respect to the violation, then the Board 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. If the owner shall not have taken remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as set out herein. Guidelines relating to the maintenance of Structures and landscaping may be included in the Development Guidelines of the Architectural Control Committee.

ARTICLE VII

EASEMENTS

Section 1. Utility Easements.

There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Association Property for ingress, egress installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Association Property and the Lots, to inspect and to perform the duties of maintenance and repair to the Association Property and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Board. Should any utility furnishing a service covered by the general easement herein provided, Developer or the Association shall have the right to grant such easement on the Association Property without conflicting with the terms hereof.

Section 2. Easement for Developer.

Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way, on, over, under and through any part of the Property owned by Developer and the Association Property for so long as Developer owns any Lot primarily for the purpose of sale:

- (a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities.
- (b) For the construction of improvements on the Lots;
- (a) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or Quasi-public utility facility;
- (d) For the use of the Association Property and any sales offices, model units, marketing Signs and parking signs in connections with its efforts to market Lots;
- (a) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots;
- (f) Road access to adjoining properties.

Section 3 Easements for Association.

There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Association Property and the Lots to perform their respective duties.

ARTICLE VIII

GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use.

All Lots shall be restricted to residential use or road access to adjoining properties.

Section 2. Signs.

No signs shall be installed, altered or maintained on any Lot or Structure visible from the exterior except:

- (a) signs required by legal proceedings.
- (b) Not more than one For Sale and be not more than Four Square feet in area. For Rent signs are not allowed
- (c) Directional signs for vehicle or pedestrian safety.
- (d) All signs shall be removed promptly after transaction is completed.
- (e) Developer reserves the right to install and maintain any size sign for use in marketing subdivision.

Section 3. Fences and Walls.

No fence or wall of any kind shall be installed or maintained on any Lot without written approval of the Architectural Control Committee.

Section 4. Clotheslines

No outside clothesline shall be placed on the property.

Section 5. Landscape.

After a dwelling is constructed on a Lot. the front yards\grass areas and right of ways must be sodded.

Section 6. Antennae.

No antennae on earth satellite disk for the transmission or reception of television or radio signals or the like shall be installed or maintained on the exterior of any Structure or on any parcel exposed to view from any other Parcel except, in accordance with plans and specifications approved in writing by the Architectural Control Committee. To the extent this prohibition is not permitted by law, no such antennae shall be so installed or maintained without the prior written approval of the Architectural Control Committee of plans and specifications for such antennae.

Section 7. Non Operational Vehicles.

No non-operational vehicles may be placed on Lot unless kept in a garage.

Section 8. Recreational Vehicles, Business Vehicles, and Trailers.

No mobile homes shall be placed on the Property. No trailer, tractor trailer and/or their cabs, trailer homes, boat, recreational vehicle or Business Vehicle (i.e. school bus, delivery truck) shall be brought upon or parked on any Lot. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building and trailer must be specifically approved in writing by the Architectural Control Committee prior to its being moved onto the construction site. Notwithstanding anything herein to the contrary, Developer may place a modular or mobile home on the Property for use as a temporary Sales Office.

Section 9. Outside Storage.

Outside storage of personal property shall not be allowed unless screened by enclosures, fences or other devices for which plans and specifications have been approved in writing by the Architectural Control Committee. Guidelines for screening of such outside storage shall be included in the Development Guidelines of the Architectural Control Committee.

Section 10. Home Industries.

No profession or home business or industry shall be conducted on any Lot with the exception of:

(a) any occupation or activity carried on by a member of the family on the premises, in connection with which: (i) There is no group instruction, assembly or activity and no sign is used other than a name plate not more than one (1) square foot in area, and no display that will indicate from the exterior that the building is being utilized in part for any purpose other than that of a dwelling; (ii) There is no commodity sold upon the premises; (iii) No person is employed other than a member of the immediate family residing on the premises; and (iv) No mechanical equipment is used except that which is normally used for purely domestic or household purposes.

(b) The use, in conformity with subsection (a) of this Section of the premises by a physician, surgeon, dentist, lawyer, clergyman or other professional person for consultation or emergency treatment, but not the general practice of his profession;

(c) The use, in conformity with subsection (a) of this Section, of the premises by salesmen, manufacturer's agents, insurance agents or representatives and contractors when such persons do not carry inventory of goods or commodities for sale or warehousing upon the premises other than samples which might be transported by hand and which are usually carried by such persons into a prospect's office or place of business, provided however that the premises shall not be used as a place where prospective clients of such persons would call in the normal course of business carried on by such persons.

(d) The use, in conformity with subsection (a) of this Section, of the premises as a day-care center for children provided that (1) the center is specifically approved in writing in advance by the Developer, (ii) the center will serve no more than five (5) children at any time, and

(iii) any advertising, recruitment and placement will require prior written approval by the Developer.

Section 11 Model Homes.

Anything in this Declaration to the contrary notwithstanding, no model home or trailer shall be placed on any lot or Association Properties - However, a model home or trailer may be placed on

a lot or Association properties if it is used as a real estate office for the sole purpose of selling or leasing any residence located on the Property and the Developer first approves the same.

Section 12. Accessory Structures.

A detached accessory Structure may be placed on a Lot only after the Architectural Control Committee first approves in writing the quality, design, materials, and location of the same on the Lot.

Section 13. Government Regulations.

All government building codes, health regulations, zoning restrictions and other requirements applicable to the properties shall be observed. In the event of any conflict between any provision of any such governmental code, regulation, restriction, or requirement and any provision of this Declaration, the more restrictive shall apply.

Section 14. Improvements of Lots.

All construction of dwellings, accessory Structures and other improvements shall be undertaken with the following understandings:

(a) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling

(b) Only one mail box shall be placed on any Lot and shall be consistent with the quality and design of surrounding dwellings and requirements of the United State Postal Service.

(c) No garages shall be used that open to the street (except for corner Lots) unless approved in writing by the Architectural Control Committee. All garages shall attach to the dwelling. In the case of an irregular shaped lot that requires a front entry garage a variance will be given by the developer.

(d) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, storage and basement) shall contain no less than 1500 square feet for one story and not less than 1600 square feet for two stories.

(e) Setbacks. The required distances between property lines and improvements upon a lot shall be determined by the Architectural control Committee as part of the exercise of its authority to approve locations of improvements. Such setbacks may be more restrictive than the setback lines depicted on the final recorded plat for a Lot. Any improvement placed on a Lot prior to recording of the Declaration need not comply with this setback requirement; however, this shall in no way void this requirement, and all other improvements must comply with the restrictions set forth herein unless a written variance of this Section is granted by the Architectural Control committee.

In the event a variance is desired by Owner, the Owner shall make written request for the same to the Architectural Control Committee stating the reason for the request. The decision to approve or deny a request shall be within the sole discretion of the Architectural Control Committee, and the request may be denied without cause. All variances is subject to County and Governmental regulations.

(f) No activity which may create erosion or siltation problem shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, for example, physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape.

Section 15. Animals.

No animals, including birds, insects, and reptiles shall be kept on any Lot unless kept solely as household pets and not for commercial purposes. No animals shall be allowed to become a nuisance.

Section 16. Plans and Construction Materials.

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, unless plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted pursuant to this paragraph because of any of the following:

- (a) The failure to include such information in such plans and specifications as may be usual and customary or as may have been reasonably requested; or
- (b) Any other matter which in the judgment of the Architectural Control Committee, would be likely to cause the proposed installation, construction or alteration of a Structure to fail to be in conformity and harmony of external design and general quality with the existing standards of the neighborhood or the location of the Structure would be incompatible with the topography, finished ground elevation and surrounding structures

Section 17. Builders.

Nova Ventures. reserves the right to approve all Builders prior to closing of the land contract sales.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement

(a) The Association, the Architectural Control Committee, the Developer or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Association shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within thirty (30) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

Section 2. Severability.

If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase and word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings

The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content of substance or such articles and sections

Section 4. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land for a period of Twenty (20) years from the date this Declaration is recorded, at the end of which period to the extent permitted by law such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed of record in the appropriate county.

Section 5. Rights and Obligations

Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts" the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time, any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance or contract of conveyance.

Section 6. Notices.

Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to the President of the Association at his/her residence address. Notices addressed as above shall be deemed delivered upon mailing by United States Registered or Certified mail or when delivered in person.

Section 7. Amendment.

This Declaration may be amended at any time and from time to time only if at least two-thirds of the Owners of Lots vote to amend the same; provided, however, such Amendment by the Owners shall not be effective unless also signed by the Developer if Developer is the owner of any real property then subject to this Declaration. For the purposes of this Section, each Owner shall be entitled to only one vote per Lot owned. Where any Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such Owner and delivered to the Secretary of the Association. Only one vote shall be cast for each Lot owned. No Amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or the Association Property affected thereby unless such holder shall consent in writing thereto. Additionally, any such amendment shall not become effective until the instrument evidencing such change has been filed of record in the Office of the Clerk, Coweta Superior Court. Every purchaser or grantee of any interest in any Property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section. Notwithstanding anything herein to the contrary, this Declaration may be amended unilaterally at any time and from time to time by the Developer to add any additional property now owned or hereafter owned by the Developer, and consent of Owners will not be required.

IN WITNESS WHEREOF, NOVA VENTURES has caused this Declaration to be executed in its name on the day and year first written above.

(***WHAT FOLLOWED WAS A SERIES OF SEALS AND SIGNATURES THAT COULD NOT BE DECIPHERED. IF YOU WANT DETAILS, CONSULT AN OFFICIAL COPY***)

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS FOR BARRINGTON FARMS

This First Amendment to the Declaration of covenants, Conditions, Restrictions, and Easements for Barrington Farms (hereinafter as from time to time amended, the 'Declaration') is made effective as of this 3rd day of March, 1995 by Nova Ventures, a Joint Venture composed of the parties who have executed this Declaration -

WHEREAS, Nova Venture made that certain Declaration known as Declaration of Covenants, Conditions, Restrictions, and Easements for Barrington Farms and recorded the same among the records of the Office of the Clerk, Coweta County, Georgia Superior Court in Deed Book 801, Page 483; and

WHEREAS: pursuant to the provisions of Article IX, section 7 of the said Declaration, Nova Venture, as Developer, has the right, unilaterally, and at its sole discretion, to amend the said Declaration by adding to the real property encumbered thereby; and

WHEREAS, Nova Venture desires to subject certain additional real property owned by it to the terms and conditions of the said Declaration

NOW, THEREFORE, Nova Venture, as Developer, hereby declares that, effective immediately as of the date and time of filing for record hereof with the Clerk of the Superior Court of Coweta County, Georgia, the said Declaration is hereby modified and amended in particular as follows:

So as to encumber the property described on Exhibit "A" hereof with the provisions of said Declaration, Exhibit "A" of the said Declaration is amended by adding to the real property described thereto, the additional real property as described on Exhibit "A" attached hereto and made a part hereof by reference.

Except as herein specifically modified or amended, the said Declaration remains in full force and effect as of the effective date hereof.

IN WITNESS WHEREOF, Nova Venture has caused this Amendment to be tally executed under seal the day and year first above written.

NOVA VENTURE, a Joint Venture composed of A. Fans Atassi, Firas Russel Atassi, Saiwa Atassi, Mohamed A. Atassi, as Trustee of Heart Specialists, Inc. Profit Sharing Plan, Alya Hussein, Faleh Hussein and Alya Hussein, as Trustees of Faleh Hussein, M.D., P.C. Second Amended and Restated Employees Profit-Sharing Plan and Trust, and Daniel F. Zavada

Exhibit "A"

All that certain tract or parcel of land situate, lying and being in Land Lot 89 and Land Lot 90 of the Sixth Land District of Coweta County, Georgia, and being more particularly described as Lots 13-1, 8-2, 3-3, 13-4, 3-5, 8-6, 8-7, 3-8, B-9,,B-10, B-11, 3-12, 8-13, B-14, B-15, 13-16, 3-17, 3-18, B-19, 8-20, 3-21, B-22, 13-23, 13-24, 13-25, 2-26, 8-27, 8-28, 8-29, 8-30, 13-31, 13-32, 3-33, 8-34, 8-35, 3-36, 5-37, 8-38, 3-39, 13-40, 13-41, 3-42, 13-43, 3-44, and 3-45 of -Barrington Farms, Phase B, as depicted on that final plat for Barrington Farms, Phase B, said plat being prepared by Landmark Surveying, Inc., and being of record at Plat Book 59, Pages 182-183, Office of the Clerk, Coweta County, Georgia Superior Court.

Reference to said plat is hereby made for a more complete and accurate description of the property herein described.

END