

3118
FILED
CLAYTON CO., GA

2006 JUN 15 AM 10:28

LINDA T. MILLER
CLERK SUPERIOR COURT

BEE Homes Inc.
11754 Hastings Bridge Rd
Hampton, GA 30228

COUNTY OF CLAYTON
STATE OF GEORGIA

Cross Reference:

Deed Book 08384
Page 554

**FIRST SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AND
FIRST AMENDMENT TO THE BYLAWS OF
TAYLOR'S TRACE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Declarant owns certain real property described in Exhibit "A" attached to the original Declaration of Covenants, Conditions and Restrictions for Taylor's Trace Homeowners Association, Inc. ("Declaration") which was recorded in the Clayton County, Georgia, land records on November 10, 2005, in Deed Book 08384, Page 554 which Declaration is incorporated herein by this reference; and

WHEREAS, it is to the benefit, interest and advantage of Declarant and to each and every person who shall hereafter purchase any lot in said subdivision that certain Protective Covenants governing and regulating the use and occupancy of same be established, set forth and declared to be covenants running with the land and to have this community become a conservation subdivision development in accordance with Section 1005 of the Clayton County, Georgia, land use ordinance; and

WHEREAS, in order to implement the conservation protection required under the Clayton County, Georgia, ordinances in order to qualify as a conservation subdivision, the property described in Exhibit "A" attached hereto shall be deeded to the Taylor's Trace Homeowners Association, Inc. as green space / open space to be maintained by the Association at all times in accordance with the Georgia Uniform Conservation Easement Act and the Conservation Easement entered into with Clayton County, Georgia, which is attached hereto as Exhibit "B".

NOW, THEREFORE, Declarant hereby supplements the Declaration to include the following provisions with the covenants that perpetually will run with the land to allow for the use, restriction of use, ownership, maintenance and perpetual preservation of the open spaces described on the attached Exhibit "B":

IMPORTANT NOTICE:

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/ CHARGES DUE ON LOTS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON LOTS, PURSUANT TO THE PROVISIONS HEREOF.

BK08680P6220

Paragraph 1 of the original Declaration is hereby supplemented by adding the following subsections thereto:

- (a) Common Area Green Space. The Common Area described in the attached Exhibit "A" shall be deeded to the Taylor's Trace Homeowners Association, Inc. ("Association") by the Declarant and shall be owned and maintained by the Association solely for the benefit of the Association's members and shall be protected and preserved as a conservation green space with a conservation easement held by Clayton County, Georgia.
- (b) Association's Responsibility. The Association shall maintain and keep in good repair all Common Area Property. The Association shall also maintain and keep in good repair the Area of Common Responsibility which shall be deemed to include the following: (a) maintenance, repair, and replacement of any sign (including street signs) or landscape easements which are located on Lots within the Community, (b) maintenance of any drainage and detention areas which were originally maintained by Declarant, to the extent such areas are not maintained on an ongoing basis by a local governmental entity; (c) maintenance, repair, and replacement of the entrance features, including any irrigation system and the expense for water and electricity; if any; (d) maintenance, repair, and replacement of the perimeter fence, if any; (e) maintenance, repair and replacement of all property outside of Lots located within the Community that was originally maintained by Declarant, if any; (f) maintenance, repair and replacement of any cul-de-sac landscape, islands or landscaped medians in the Community; (g) maintenance, repair and replacement of all such street signs in the Community to the extent that any street signs are not maintained in an ongoing basis by a local governmental entity; and (h) maintenance and repair of the Conservation Easement Area/Green Space.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether located within or without the Community, where the Board has determined that such maintenance would benefit all Owners.

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

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

The Association and/or Clayton County, Georgia shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Area of Common Responsibility or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association

shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Property. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Declaration where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

2.

The original Declaration is hereby supplemented by adding the following new paragraphs thereto:

25. **DEFINITIONS.** Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as follows:

(a) **Act** means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

(b) **Area of Common Responsibility** means the Common Property, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person become the responsibility of the Association.

(c) **Common Property** means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(d) **Community** means that real estate which is submitted to the Act and the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference. The Community is a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

26. **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.**

(a) **Membership.** All Lot Owners, by virtue of their ownership of a Lot in the Community are members of the Taylor's Trace Homeowners Association, Inc. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving

of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned.

(b) **Voting.** The Owner or collective Owners of a Lot shall be entitled to one (1) equally weighted vote for such Lot. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves, otherwise, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

27 ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

a. **General Allocations.** Except as provided below, or elsewhere in the Act or the Association Legal Instruments, the amount of all Common Expenses shall be assessed against all the Lots equally.

b. **Specific Special Assessments.** Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments pursuant to this Paragraph and to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any Common Expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically specially assessed equitably among all of the Lots which are benefited according to the benefit received.

Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots may be specifically specially assessed against such Lot(s), including attorney's fees incurred by the Association in enforcing the Declaration, Bylaws or Association rules.

For purposes of this subparagraph, nonuse shall constitute a benefit to less than all Lots or a significant disproportionate benefit among all Lots only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

28. ASSESSMENTS.

(a) **Purpose of Assessment.** The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, as may be more specifically authorized from time to time by the Board.

(b) **Creation of the Lien and Personal Obligation For Assessments.** Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments; and (iii) specific special assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees, costs and expenses), and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Clayton County, Georgia records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

The lien provided for herein shall have priority as provided in the Act.

(c) **Delinquent Assessments.** All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

If the annual assessment, any part or installment thereof or any other fine, special assessment or charge is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board:

(i) a late charge equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;

(ii) interest at the rate of ten percent (10%) per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date; and

(iii) upon thirty (30) days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner shall thereby lose the privilege of paying any and all assessments and charges in installments for that fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Owner's and Occupant's rights to vote and use the Common Property shall be automatically suspended until all amounts owed are paid in full (provided, however, the Board may not deny ingress or egress to or from a Lot) and the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including reasonable attorney's fees actually incurred. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

If any assessment, fine or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided herein and in the Act, the Association shall have the right upon thirty (30) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility services paid for as a Common Expense, including, but not limited to, water, electricity, heat, air conditioning and cable television, to that Lot until such time as the delinquent assessments and all costs incurred by the Association pursuant to this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility or other service, including reasonable attorney's fees, shall be an assessment against the Lot.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorney's fees, costs and expense, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges.

(d) Computation of Operating Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Community during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The budget and the assessment shall become effective unless disapproved at a duly called Association annual meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

(e) Special Assessments. In addition to the annual assessment provided for above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. In order to be effective, any special assessment (except as provided above regarding the power to impose specific special assessments and regarding repair or reconstruction of casualty damage to or destruction of all or part of the Community) which would cause the average total of special assessments levied in one (1) fiscal year to exceed Two Hundred and No/100 Dollars (\$200.00) per Lot or such higher amount as may be authorized by the Act, must first be approved by at least two-thirds (2/3) of those Owners either voting by ballot or written consent pursuant to the Bylaws, or at least two-thirds (2/3) of those Owners present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

29. AMENDMENTS.

Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Clayton County, Georgia land records. Additionally, this Declaration may be amended any time, and from time to time, in the sole discretion of the Declarant by the Declarant during the time that Declarant maintains control of the Association.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Clayton County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

30. Duration. The covenants and restrictions of this Declaration shall run with and bind the real property in the Community perpetually to the extent provided in the Act.

31. Easements for Utilities and Maintenance of the Green Space / Common Area. There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining: (a) all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity; (b) any water runoff and storm drainage systems; and (c) any other services such as, but not limited to, a master television antenna system, cable television system, or security system which the Association may have installed to serve the Community. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Also, the Association shall have an easement across all portions of the Community, and may grant easements to any municipality or government agency as are necessary to allow for the maintenance required hereunder, including, without limitation: (a) an easement over Lots on which landscape easements, sign easements or utilities easements are located as shown on the Survey for maintenance of the easement areas; and (b) an easement over Lots to allow for maintenance of any lake(s), dam(s) and shoreline(s) located within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect the property, and damage shall be repaired by the Person causing the damage at its sole expense. In order to

allow the exercise of rights created pursuant to this easement concerning the maintenance of lake(s), no tree or structure may be placed within fifteen (15) feet of the line formed by the highest normal pool elevation of any lake without the prior written approval of the Board or its designee.

32. Declarant Control. Declarant Control Period shall mean the period of time during which the Declarant is authorized to appoint and remove the members of the Board of Directors as provided in Article III, Part A, Section 2 of the Bylaws.

4.

Article III, Part A, Sections 1-9 of the Bylaws for Taylor's Trace Homeowners Association, Inc. ("Bylaws") are hereby amended by deleting those provisions in their entirety and replacing them with the following:

Section 1. Composition and Eligibility. The affairs of the Association shall be governed by a Board of Directors. Except for directors appointed by the Declarant hereunder, the directors shall be Owners or spouses or Domestic Partners of such Owners; provided, however, no Owner and his or her spouse or Domestic Partner may serve on the Board at the same time, and no co-owners may serve on the Board at the same time. No persons shall be eligible to be elected to or continue to serve on the Board of Directors if they are shown on the books and records of the Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Association.

Section 2. Directors Appointed by the Declarant. Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers until at least seventy-five percent (75%) of all Lots in the Taylor's Trace community have been developed and sold to parties other than the Declarant or any builder who purchased directly from the Declarant and for which said Lots have been issued Certificates of Occupancy from Clayton County, Georgia, or upon the voluntary surrender in writing by Declarant of the authority to appoint and remove officers and directors of the Association whichever occurs first.

Section 3. Number of Directors and Term of Office. During the period that the Declarant has the authority to appoint directors, the Board shall consist of three (3) persons. After termination of the Declarant's right to appoint directors and officers as described in Section 2 of this Article, the Association shall call a meeting to be held at which Owners shall elect five (5) persons. If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting. At the first meeting after Declarant has surrendered control of the Association, three (3) of the directors shall be elected for terms of two (2) years each and two (2) directors shall be elected for terms of one (1) year each. At each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 4. Removal of Members of the Board of Directors. After expiration of Declarant's right to appoint officers and directors of the Association, at any annual or special meeting of the Association duly called, ~~any one~~ (1) or more Board members, except for directors appointed by Declarant hereunder, may be removed with or without cause by a majority of the Total Association Vote to elect said director and a successor may then and there be elected to fill the vacancy thus created. Further, any director who is more than thirty (30) days past due in the payment of any assessment or charge shall be automatically removed from the Board of Directors, even if the director subsequently pays the amount owed, and the vacancy

shall be filled as provided in Section 5 below. Any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by a majority of the Total Association Vote or by Declarant, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office until the next annual meeting. Notwithstanding anything to the contrary herein, any director who is an officer, director or other designated agent of an entity member and whose position becomes vacant for any reason, may be replaced by the entity who is the Owner unless there has been a transfer of ownership of the Unit, in which case, the vacancy shall be filled by the remaining directors, even if less than a quorum at any meeting of the directors.

Section 6. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a majority of the Total Association Vote. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed, not to exceed a value of One Hundred and No/100 Dollars (\$100.00) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meeting shall not be considered compensation.

Section 7. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed by shall not be entitled to discuss the proposed contract during the discussion.

Section 8. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall be appointed by the Board of Directors at least thirty (30) days prior to the annual meeting to serve a term of one (1) year and shall consist of at least one (1) Board member and at least two (2) other members of the Association who are not Board members. The members of the Nominating Committee shall be announced at the annual meeting. The Nominating Committee may nominate any number of qualified individuals, but not less than the number of directors to be elected. The nominations shall be made at least fourteen (14) days prior to the annual meeting. Nominations shall also be allowed from the floor at the meeting. Each candidate shall be given a reasonable opportunity to communicate his or her qualifications to the membership prior to the election. No member shall be nominated for election to the Board, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment. Failure to comply with this Section shall in no way invalidate the election of directors who were not nominated in accordance with the provisions hereof.

Section 9. Elections. All members of the Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such

027910898088

meeting at which such voting is conducted). Board shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

IN WITNESS WHEREOF, the undersigned, the Declarant herein, hereby executes this instrument by and through its duly authorized officers and under seal this 16th day of December, 2005

DECLARANT:

BEE HOMES, INC.
a Georgia Corporation

By: Earl Edmondson (SEAL)
Earl Edmondson, President

[CORPORATE SEAL]



Signed, sealed, and delivered
this 16th day of December, 2005
in the presence of:

Vickery Barbary
Witness

Donna D. Henson
Notary Public [NOTARY SEAL]

DONNA D. HENSON
NOTARY PUBLIC
GWINNETT CO., GA
My Commission Exp.
AUGUST 1ST 2009

Exhibit "A"

Legal Description
OPEN SPACE/GREEN SPACE
COMMON AREA

BEE Homes, Inc. will deed this "Open Space" as described to the Taylor's Trace Homeowner's Assoc. This Open Space/Green Space is solely for the benefit of the Taylor's Trace Homeowner's Association and said land to be owned and maintained by said Association Members and shall be protected and preserved as a Conservation Green Space with a Conservation Easement held by Clayton County, GA. Said Taylor's Trace Subdivision is recorded in Plat Book 37, Pages 157-158, Clayton County, Georgia December 5, 2005.

LEGAL DESCRIPTION

Beginning at an iron pin on the West right of way of "Double Bridge Road", said Point being South 473.43 feet along Right of Way of 50 ft. Right of Way of "Front Street"; Thence running North 83 degrees-12'-33" East 212.28 feet to an iron pin; Thence running South 85 degrees-55'-03" West 39.89 feet to an iron pin; Thence running South 81 degrees-21'-51" West 336.44 feet to an iron pin; Thence running South 00 degrees-10'-27" East 397.92 feet to an iron pin; Thence running South 00 degrees-29'-15" East 192.33 feet to an iron pin; Thence running South 81 degrees-30'-30" East to an iron pin, said point also being said West Right of Way of Double Bridge Road. Thence running North 17 degrees-18'-00" East 111.32 feet to an iron pin; Thence running North 35 degrees-22'-23" West 20.79 feet to an iron pin; Thence running North 81 degrees-30'-30" West 30.02 feet to an iron pin; Thence running South 16 degrees-27'-35" West 111.30 feet to an iron pin; Thence running North 81 degrees-30'-30" West 55.91 feet to an iron pin; Thence running North 8 degrees-29'-30" East 10.00 feet to an iron pin; Thence running North 81 degrees-30'-30" West 280.00 feet to an iron pin.; Thence running South 8 degrees-29'-29" West 10.00 feet to an iron pin; Thence running North 81 degrees-30'-30" West 65.00 feet to an iron pin; Thence running 51 degrees-55'-33" West 95.16 feet to an iron pin; Thence running North 00 degrees-29'-15" West 92.00 feet to an iron pin; Thence running North 89 degrees-30'-45" East 15.78 feet to an iron pin; Thence running North 00 degrees-10'-27" West 161.38 feet to an iron pin; Thence running South 80 degrees-21'-5" East 10.15 feet to an iron pin; Thence running North 00 degrees-10'-27" West 134.80 feet to an iron pin; Thence running North 30 degrees-50'-01" East 40.00 feet to an iron pin; Thence running South 57 degrees-37'-49" East 87.44 feet to an iron pin; Thence running North 57 degrees-45'-01" East 42.36 feet to an iron pin; Thence running North 06 degrees-52'-09" West 90.80 feet to an iron pin; Thence running South 80 degrees-21'-51" East 90.00 feet to an iron pin; Thence running South 09 degrees-38'-06" West 10.00 feet to an iron pin; Thence running South 80 degrees-21'-54" East 145.00 feet to an iron pin; Thence running North 09 degrees-38'-06" East 10.00 feet to an iron pin; Thence running South 80 degrees-21'-54" East 98.00 feet to an iron pin; Thence running South 20 degrees-48'-04" East 118.29 feet to an iron pin; thence running South 00 degrees-47'-13" West 33.00 feet to an iron pin; Thence running South 25 degrees-45'-28" West 107.55 feet to an iron pin; Thence running South 00 degrees-07'-51" West 146.40 feet to an iron pin; Thence running South 81 degrees-30'-30" East 78.20 feet to an iron pin; Thence running North 02 degrees-01'-35" East 23.98 feet to an iron pin. Said point also being said West Right of Way of Double Bridge Road, Thence running North 00 degrees-47'-13" West 381.27 feet to the Point of Beginning.

EX08680PG230

Exhibit "B"

Conservation Easement

UPON RECORDING RETURN TO:
Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attn: KCG

Deed of Conservation Easement

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 16th day of December, 2005, by BEE HOMES, INC., a Georgia corporation, its successors in title and assigns ("Grantor"), in favor of CLAYTON COUNTY, GEORGIA a political subdivision of the State of Georgia, ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Clayton County, Georgia, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor desires that the Property be developed as part of a planned residential community pursuant to the Clayton County, Georgia Conservation Subdivision Ordinances to be known as "Taylor's Trace" through the recording of a Declaration of Protective Covenants, Conditions and Restrictions for Taylor's Trace ("Declaration") in the Clayton County, Georgia records, in Deed Book 08384, Page 554, on November 10, 2005, and

WHEREAS, the Declaration shall provide that the Property be owned by the mandatory membership homeowners association, Taylor's Trace Homeowners Association, Inc. ("Association"), as common property for the use owners of lots in Taylor's Trace and that upon transfer of Property to Association, the Association shall assume full responsibility of Grantor herein; and

WHEREAS, the Property possesses natural, scenic and recreational value, including, without limitation, undisturbed natural areas, trees, and native vegetation of great importance to Grantor, the people of Clayton County and the people of the State of Georgia ("Conservation Values"); and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with them, including, without limitation, those land uses relating to utility easements and low impact private recreation; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the law of the State of Georgia and in particular, the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained predominantly in its natural, scenic, and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving the utilities and storm water detention facilities that may be built under utility easements, and low impact private recreation, as are not inconsistent with the purpose of this Easement. For purposes of this Easement, "low impact private recreation" shall include use of the pervious surface of the Property for walking, hiking, running, picnicking, birdwatching, and other similar low impact activities and access by representatives of the Grantee for monitoring purposes hereunder. For purposes of this Easement, "low impact private recreation" shall not include any use of all terrain vehicles or mountain bikes, construction of any recreational facilities or use of any impervious material on the Property.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the Conservation Values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with section 5; provided that, Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in section 5.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Motorized vehicle use. Motorized vehicle activities are prohibited, except that emergency and trail maintenance vehicles may require access on paths to be agreed upon by Grantor and Grantee.
- (b) Paint ball and similar activities are prohibited.
- (c) Industrial Use. Industrial activities are prohibited.
- (d) Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except the posting of no trespassing signs, trails signs and other signs identifying the conservation values of the Property and/or identifying the Grantor as owner of the Property and Grantee as the holder of this Easement.

- (e) Telecommunications Towers. Telecommunication tower erection and uses are prohibited.
- (f) Constructions, Residential and Institutional Use. Construction and all residential and institutional development activities are prohibited.
- (g) Dumping. Disposal of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or other materials on the Property is prohibited, with the exception of pervious materials used for trail maintenance.
- (h) Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials; and no change in the topography of the land in any manner except in maintaining the trail system as allowed herein.
- (i) Agricultural and silvicultural use is prohibited.
- (j) Water Quality and Drainage Patterns. There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, subsurface water or any other water bodies. Notwithstanding the foregoing, there shall be no activities conducted on the Property or on adjacent property if owned by Grantor which would be detrimental to water purity or which would alter existing water levels, drainage, sedimentation and/or flow in or over the Property, or cause soil degradation or erosion. Disruption of existing drainage patterns and creation of artificial drainage patterns is prohibited.
- (k) The Property shall be maintained in its natural, scenic and open condition. Any change, disturbance, alteration or impairment of the natural, scenic, and aesthetic features is prohibited.
- (l) Access and uses other than those determined by Grantor and Grantee to be minimum impact and for purposes of education or low impact private recreation.
- (m) Subdivision is prohibited.

4. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Such use shall not require prior notification or approval of Grantee. Without limiting the generality of the foregoing, and subject to the terms of paragraph 3, the following rights are expressly reserved:

- (a) Stormwater lines and management facilities,
- (b) Stormwater water quality facilities,
- (c) Sanitary sewer lines and pump stations,
- (d) Low impact pedestrian trails,
- (e) Equestrian trails,
- (f) Trail access signs and directional signs,
- (g) Public utilities,
- (h) Control of invasive species, such as privet or kudzu.

5. Grantee's Remedies.

5.1. Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves

injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

5.2. Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

5.3. Damages. Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

5.4. Emergency Enforcement. If Grantee in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property. Grantee may pursue its remedies under this section 5 without prior notice to Grantor or without waiting for the period provided for cure to expire.

5.5. Scope of Relief. Grantee's rights under this section 5 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 5.2., both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.6. Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs, unless, and to the extent that, Grantor is entitled to recover costs or attorneys' fees from Grantee under O.C.G.A. § 9-15-14.

5.7. Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5.8. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

5.9. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

5.10. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

6. Costs, Liabilities, Taxes and Environmental Compliance.

6.1. Costs, Legal Requirements and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

6.2. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6.3. Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties.

7. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement provided that no amendment shall be allowed that will affect the qualification of this Easement and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Clayton County, Georgia.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 et seq. (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purposes herein

BK08680PC235

continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least thirty (30) days prior to the date of such assignment in the event Grantor assigns this Easement to any party other than Association. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

9. Recordation. Grantee shall record this instrument in a timely fashion in the official records of Clayton County, Georgia, and may re-record it at any time as may be required to preserve its rights in this Easement.

10. General Provisions.

10.1. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Georgia.

10.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

10.3. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

10.4. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 9.

10.5. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

10.6. Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

10.7. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

10.8. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

10.9. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor herein hereby executes this instrument under seal, this 16th day of December, 2005.

Signed, Sealed and Delivered
In the presence of:

GRANTOR: BEE HOMES, INC.
a Georgia corporation

By: W. Earl Edmondson (PRES)

Wickey B. Boney
Witness

Donna D. Henson
Notary Public

DONNA D. HENSON ^{Its:} _____ [Seal]
NOTARY PUBLIC
GWINNETT CO., GA
My Commission Exp.
AUGUST 1ST 2009



My Commission Expires:
[AFFIX NOTARY SEAL]

Exhibit "A"

**LEGAL DESCRIPTION
TAYLOR'S TRACE
OPEN SPACE**

BEE Homes, Inc. will deed this "Open Space" as described to the Taylor's Trace Homeowner's Assoc. This Open Space/Green Space is solely for the benefit of the Taylor's Trace Homeowner's Association and said land to be owned and maintained by said Association Members and shall be protected and preserved as a Conservation Green Space with a Conservation Easement held by Clayton County, GA. Said Taylor's Trace Subdivision is recorded in Plat Book 37, Pages 157-158, Clayton County, Georgia December 5, 2005.

LEGAL DESCRIPTION

Beginning at an iron pin on the West right of way of "Double Bridge Road", said Point being South 473.43 feet along Right of Way of 50 ft. Right of Way of "Front Street"; Thence running North 83 degrees-12'-33" East 212.28 feet to an iron pin; Thence running South 85 degrees-55'-03" West 39.89 feet to an iron pin; Thence running South 81 degrees-21'-51" West 336.44 feet to an iron pin; Thence running South 00 degrees-10'-27" East 397.92 feet to an iron pin; Thence running South 00 degrees-29'-15" East 192.33 feet to an iron pin; Thence running South 81 degrees-30'-30" East to an iron pin, said point also being said West Right of Way of Double Bridge Road. Thence running North 17 degrees-18'-00" East 111.32 feet to an iron pin; Thence running North 35 degrees-22'-23" West 20.79 feet to an iron pin; Thence running North 81 degrees-30'-30" West 30.02 feet to an iron pin; Thence running South 16 degrees-27'-35" West 111.30 feet to an iron pin; Thence running North 81 degrees-30'-30" West 55.91 feet to an iron pin; Thence running North 8 degrees-29'-30" East 10.00 feet to an iron pin; Thence running North 81 degrees-30'-30" West 280.00 feet to an iron pin.; Thence running South 8 degrees-29'-29" West 10.00 feet to an iron pin; Thence running North 81 degrees-30'-30" West 65.00 feet to an iron pin; Thence running 51 degrees-55'-33" West 95.16 feet to an iron pin; Thence running North 00 degrees-29'-15" West 92.00 feet to an iron pin; Thence running North 89 degrees-30'-45" East 15.78 feet to an iron pin; Thence running North 00 degrees-10'-27" West 161.38 feet to an iron pin; Thence running South 80 degrees-21'-5" East 10.15 feet to an iron pin; Thence running North 00 degrees-10'-27" West 134.80 feet to an iron pin; Thence running North 30 degrees-50'-01" East 40.00 feet to an iron pin; Thence running South 57 degrees-37'-49" East 87.44 feet to an iron pin; Thence running North 57 degrees-45'-01" East 42.36 feet to an iron pin; Thence running North 06 degrees-52'-09" West 90.80 feet to an iron pin; Thence running South 80 degrees-21'-51" East 90.00 feet to an iron pin; Thence running South 09 degrees-38'-06" West 10.00 feet to an iron pin; Thence running South 80 degrees-21'-54" East 145.00 feet to an iron pin; Thence running North 09 degrees-38'-06" East 10.00 feet to an iron pin; Thence running South 80 degrees-21'-54" East 98.00 feet to an iron pin; Thence running South 20 degrees-48'-04" East 118.29 feet to an iron pin; thence running South 00 degrees-47'-13" West 33.00 feet to an iron pin; Thence running South 25 degrees-45'-28" West 107.55 feet to an iron pin; Thence running South 00 degrees-07'-51" West 146.40 feet to an iron pin; Thence running South 81 degrees-30'-30" East 78.20 feet to an iron pin; Thence running North 02 degrees-01'-35" East 23.98 feet to an iron pin. Said point also being said West Right of Way of Double Bridge Road, Thence running North 00 degrees-47'-13" West 381.27 feet to the Point of Beginning.

80868096238

EXHIBIT "C"

Amendment to Declaration of Covenants, Conditions & Restrictions
for Taylor's Trace Homeowners Association, Inc.

1. A minimum of a 5 foot wooden privacy fence may be installed with prior approval from the Architectural Control Committee. No other fencing materials will be permitted (i.e. chainlink, wrought iron, picket).

BK0868016239