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Anthony W. Oxley
Hyatt & Stubblefield, P.C.
1200 South Tower
225 Peachtree Street, N.E.
Atlanta, GA 30303

Deed Book 12472 Pg 129
Filed and Recorded May-07-1999 01:07pm
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Cross-Reference to Declaration recorded at

Book: 12472
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.
141, et seq.

ABOVE SPACE FOR RECORDER'S USE

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE ALEXANDRIA NEIGHBORHOOD
AT EAST PARK**

THIS SUPPLEMENTAL DECLARATION is made as of the date set forth on the signature page hereof by East Park Development, Inc., a Georgia corporation (hereinafter, with its successors and assigns, referred to as "Declarant").

W I T N E S S E T H

WHEREAS, on May 7th, 1999, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for East Park ("Declaration") in the Public Records at Book 12472 Page 141; and

WHEREAS, pursuant to Section 7 A of the Declaration, Declarant may impose additional covenants and easements on property submitted to the Declaration; and

WHEREAS, a portion of the Community submitted to the Declaration and more particularly described on Exhibit "A" hereto is the Alexandria Neighborhood consisting of detached zero lot-line patio homes; and

WHEREAS, Declarant is the owner of all of the property within the Alexandria Neighborhood; and

WHEREAS, Declarant desires to impose upon the Patio Homes certain easements and covenants in addition to those contained in the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such

property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon East Park Community Association, Inc., a Georgia corporation (the "Association") in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference. For purposes of this Supplemental Declaration, capitalized terms not previously defined in the Declaration shall have the meanings set forth below:

1.1. "Common Boundary" is the side lot line, as shown on the illustration below, forming the common boundary line between any two adjoining Units.

1.2. "Courtyard Area" is the area between the dwellings located on adjacent Units and inside the Privacy Fence(s) as shown below.

1.3. "Dominant Estate" shall mean, as between two adjoining Units, the Unit for which the Common Boundary is the Zero Side Lot Line. (In the illustration below, the Dominant Estate is the Unit on the left.)

1.4. "Easement Area" shall mean that portion of the Courtyard Area on the Servient Estate which is reasonably necessary for exercising the easement and right of entry granted to the Dominant Estate by Section 2.1 below, provided such area shall not exceed 5 feet from the Zero Side Lot Line.

1.5. "Perimeter Yard(s)" shall mean that portion of a Unit lying between a Privacy Fence and the street or alley. In the case of a corner Unit, the term shall also include any portion of the Unit lying between the side street and the side of the dwelling facing such side street or any Privacy Fence running generally parallel to the side street. The term shall not include any patios, Courtyard Area, or fenced areas on a Unit.

1.6. "Privacy Fence" shall mean any fence and its supporting structure and gate, if any, located on a Unit which runs generally perpendicular to the Common Boundary between the dwellings on two adjoining Units, and separates the Perimeter Yards from the Courtyard Area remainder of such Units as shown in the illustration.

1.7. "Servient Estate" shall mean, as between two adjoining Units, the Unit for which the Common Boundary is not the Zero Side Lot Line. (In the illustration below, the Servient Estate is the Unit on the right.)

1.8. "Zero Side Lot Line" is the side lot line of each Unit closest to which the dwelling on such Unit has been or is to be constructed, as shown on the illustration below. The "Zero Side" of the dwelling on each Unit is the side closest to the Zero Side Lot Line.

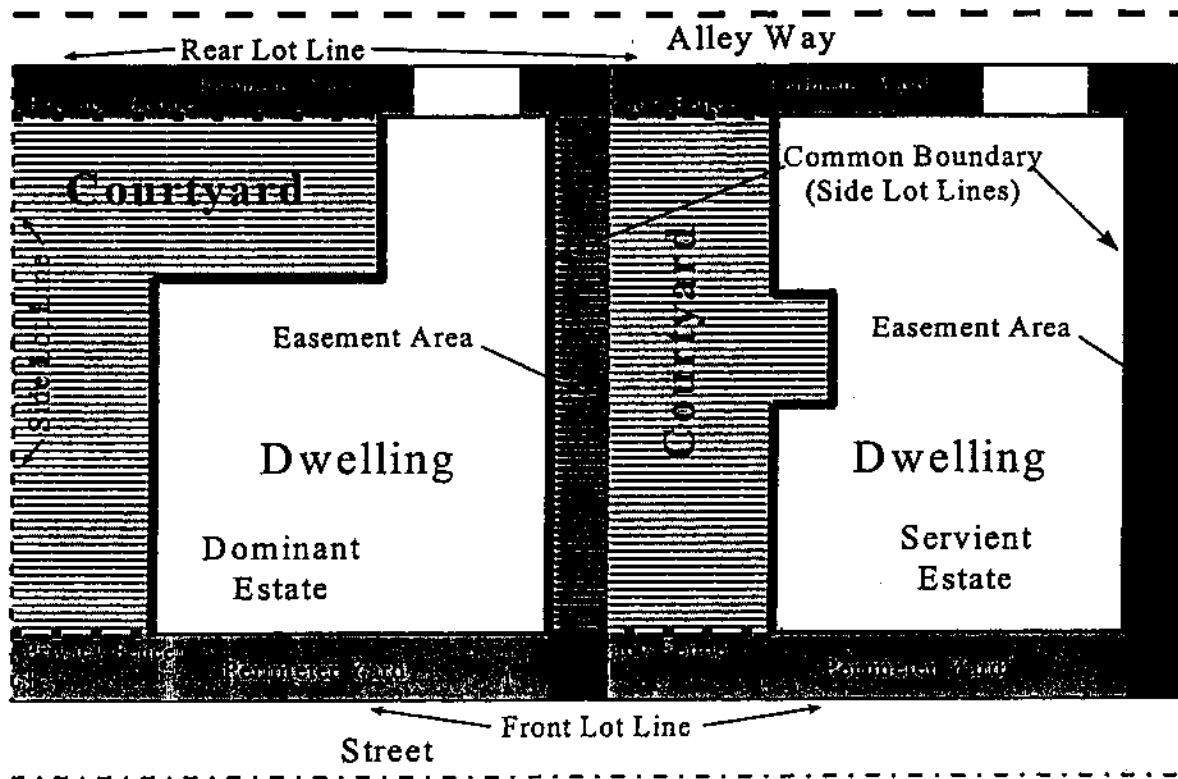


ILLUSTRATION OF FRONT YARDS

ARTICLE II Easements

2.1. Easement and Right of Entry for Benefit of Dominant Estate. The Owner and occupants of each Dominant Estate (and the authorized agents, representatives, contractors, etc., of such Owner or occupants) shall have a perpetual non-exclusive easement on, over, and across the Easement Area of the adjoining Servient Estate (including, without limitation, a right of access through the gate, if any, of any fence) for the purpose of ingress, egress, use, landscaping, construction, maintenance, and enjoyment. By way of illustration and not of limitation, such easement and right of entry may be exercised for the following purposes:

(a) to perform and complete, in a prompt, efficient, and good and workmanlike manner, any construction or other work (whether original, remodeling, or repair) on the Dominant Estate which has been approved by Declarant or the ARC;

(b) to perform maintenance and make bona fide repairs to the dwelling and other structures located on the Dominant Estate; provided, unless otherwise warranted by emergency circumstances or otherwise agreed by the Owner of the Servient Estate, such entry shall occur during daylight hours only and shall be limited to a reasonable number of days in each calendar year; or

(c) to perform and complete, in a prompt, efficient, and good and workmanlike manner, any construction or other work (whether original, remodeling, or repair) on the Easement Area (including the ground thereunder) for the purpose of installing and maintaining a drainage system of benefit to the Dominant Estate and its dwelling. All such work shall be approved by Declarant or the ARC and shall be performed in such a manner as to minimize interference with the use and enjoyment of the Servient Estate. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The foregoing drainage system easement shall be perpetual and non-exclusive, and no activity of the Servient Estate shall interfere with the good working order of the drainage system.

The foregoing easement and right of entry shall not include the right of entry into any dwelling of the Servient Estate by Owners or occupants of the Dominant Estate.

Declarant, or upon its delegation, the ARC, is specifically authorized to promulgate ad hoc rules and guidelines pertaining to any particular construction or repair work likely to require the exercise of the easement and right of entry described above so that the respective interests of the adjoining Owners are, to the extent reasonably possible, harmonized and preserved.

Nothing shall be done or permitted within the Easement Area or Courtyard Area of the Servient Estate which would constitute a threat or hazard to the health and safety of the individuals occupying the Dominant Estate dwelling, nor shall anything be done or permitted within the Easement Area which defaces the dwelling on the Dominant Estate or which adversely affects the integrity, structure, or strength of the dwelling on the Dominant Estate.

The uses permitted within each Easement Area by virtue of this Section shall be non-exclusive and subject to any utility, access, and drainage easements. In addition, the permitted uses of the Easement Area are subject to any easements granted elsewhere in the Declaration or this Supplemental Declaration, as they may be amended from time to time.

Notwithstanding anything to the contrary set forth in the Declaration, the Owner of each Dominant Estate shall have an insurable interest in and shall be responsible for maintaining a property insurance policy on any other insurable improvements located within the Easement Area which benefits the Dominant Estate, and shall be entitled to all insurance proceeds paid under such policy on account of any insured loss.

In the event of any dispute, disagreement, or controversy between or among any Owners pertaining to the Easement Area, maintenance, or access, the dispute, disagreement, or

Any damage to a Unit resulting from the exercise of the easements described in this Supplemental Declaration shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

2.5. Easements for Drainage. There is reserved to Declarant and granted to the Association, and their successors, assigns, and designees, the nonexclusive right and easement over such portions of the Neighborhood as reasonably necessary to maintain drainage flows and, repair, and replace structures, equipment and improvements for storm water drainage serving the Neighborhood. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrences.

2.6. Construction and Utility Easement. Declarant reserves to itself and grants to its successors and assigns, the nonexclusive right and easement over eight feet of the side yard (but not through a structure) of each Unit which is adjacent to an unimproved Unit as may be reasonably necessary to construct improvements upon the unimproved Unit. All persons entitled to exercise this easement shall use reasonable care in and repair any damage resulting from, the exercise of this easement.

The Declarant reserves for itself, and grants to Builder, the Association and all utility providers, perpetual non-exclusive easements throughout all of the Common Areas and along, over, upon, and under strips of land five feet in width parallel and contiguous to the front, rear, and side lines of each Unit (but not through a structure nor on the Zero Side of a Lot) to the extent reasonably necessary for the purpose of installing, maintaining and repairing utilities and infrastructure.

2.7. Easement for Association Access. The Association shall have a perpetual, non-exclusive easement over every portion of the Neighborhood, including the Units (but, not a dwelling), for the purpose of access to any Exclusive Common Area and for performing its maintenance responsibilities hereunder and under the Declaration, which easement may be used by the Association, its officers, directors, employees, agents and contractors, and entry upon any Unit for such purpose shall not be deemed a trespass.

ARTICLE III

Association Rights and Responsibilities

3.1. Installation of Landscaping and Equipment. Declarant shall install the initial landscaping on each Unit within the Neighborhood. Such landscaping may include grass, trees, shrubs, hedges, bushes, flowers and/or other plantings as Declarant, in its sole discretion, deems appropriate. Declarant may initially install landscaping equipment for the irrigation of the landscaping installed by Declarant.

3.2. Maintenance of Landscaping and Equipment. The Association shall maintain all landscaping and equipment installed by Declarant located on the Perimeter Yard(s) in a manner consistent with the Community-Wide Standard. Such maintenance shall be a Neighborhood Expense. The Association's responsibilities with respect to maintenance of such landscaping shall be limited to cutting of grass, trimming and replacement of trees, shrubs, hedges, bushes, flowers and other plantings, and clean-up and removal of cuttings, trimmings and dead plantings. Owners of Units shall not alter such landscaping or landscaping equipment

and shall not interfere with the Association's landscaping activities without the approval of the Reviewer. In addition, the Association shall maintain the exterior finished surface of the Privacy Fences.

3.3. Installation and Maintenance By Owners. Maintenance of all other portions of the Unit, including the Privacy Fences (other than the exterior finished surface), the dwelling, the Courtyard Area, and all driveways and sidewalks serving the Units and any landscaping installed by the Unit Owners, shall be the responsibility of the respective Unit Owners. Owners may install additional landscaping subject to review and approval in accordance with Article DC of the Declaration and the Design Guidelines. Any additional landscaping planted by an Owner shall be maintained by such Owner and its successors at its expense.

3.4. Maintenance of Exclusive Common Area. The Association shall be responsible for maintenance, repair, replacement and insurance of all fencing or walls located on the Exclusive Common Area (which shall not include the Privacy Fences on the Units), the gate, private streets and alleyways, entry features, open space, parking areas, and all other property designated as Exclusive Common Area. The cost of such maintenance shall be a Neighborhood Expense.

3.5. Restrictions on Owner Activities. In addition to the initial Use Restrictions and Rules and other provision contained in the Declaration, Owners of Units in the Alexandria Neighborhood shall be prohibited from:

(a) storing any item or thing, specifically including without limitation, garbage cans, yard waste, play equipment, grills, or similar items outside the Privacy Fence;

(b) parking vehicles anywhere except in the enclosed garage serving the Unit or in appropriately designated visitor parking. Owners and occupants of a Unit shall not park or permit to be parked more vehicles in the Neighborhood than parking spaces contained in the Unit's garage. Visitor parking shall not be occupied on a permanent or recurring basis by Owners or occupants.

(c) garages shall be used for vehicle parking and not for storage of other items which restrict vehicle parking;

(d) Owners, occupants, and guests shall not block streets or alleyways, and violators shall be subject to immediate towing and removal of such vehicles;

(e) play equipment such as basketball goals, swings, storage containers, pet houses or paraphernalia, and garbage cans shall not be left or kept on driveways; and

(f) play equipment kept within the Courtyard Area shall not be visible from the streets or alleyways.

3.6. Standard of Performance. All maintenance and activities in the Neighborhood shall be conducted in accordance with the Community-Wide Standard. In

addition, the Neighborhood Committee may request that the Association perform additional services or a higher level maintenance or activity, which shall be performed as a Neighborhood Expense. For example and by way of illustration, not limitation, the Neighborhood Committee may request the Board to provide additional landscape services, a higher level of service, or recommendations regarding the landscape maintenance contractor the Association engages for the Neighborhood. The Board shall take such recommendations in consideration when providing such services and engaging the maintenance contractor, the cost of which shall be included in the Neighborhood Expenses.

3.7. Insurance. The Association shall obtain and maintain endorsements to the property and commercial general liability policies carried by the Association ("Neighborhood Liability Endorsement"), which shall insure the Association and the Owners within the Neighborhood against liability for occurrences occurring where the Association has maintenance responsibilities.

ARTICLE IV

Neighborhood Committee

As authorized in Section 5.3 of the By-Laws, Owners in the Neighborhood shall elect a three to five person Neighborhood Committee to determine the nature and extent of any additional services beyond those set forth in this Supplemental Declaration to be provided to the Neighborhood by the Association. The Neighborhood Committee may advise the Board on other issues relating to the Neighborhood, but it shall not have the authority to bind the Board except as specified in this Supplemental Declaration.

Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. Meetings of a Neighborhood Committee shall be open to all Owners of Units in the Neighborhood and their representatives. Members of a Neighborhood Committee may act by unanimous written consent in lieu of a meeting. Any director elected to the Board from a Neighborhood shall be an ex officio member of the Neighborhood Committee.

ARTICLE V

Amendments

5.1. By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Supplemental Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

5.2. By Owners. Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% of the Owners of Units subject to this Supplemental Declaration, the written consent of the Association acting upon resolution of its Board of Directors, and, so long as Declarant owns any portion of the Neighborhood, the consent of Declarant.

Notwithstanding the above, no amendment adopted pursuant to this Section 5.2 shall be effective to withdraw the real property described herein from the provisions of the Declaration unless also approved by 75% of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. To be effective, any amendment must be recorded in the Public Records.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without its written consent.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration this 7th day of April, 1999.

**DECLARANT: EAST PARK DEVELOPMENT, INC., a
Georgia corporation.**

By:  [SEAL]
B. Wilmont Williams, President

Attest:  [SEAL]
Nancy Sparks, Assistant Treasurer

Signed, sealed, and delivered
this 7th day of April, 1999,
in the presence of:


WITNESS


NOTARY PUBLIC

Notary Public, Cobb County, Georgia.
My Commission Expires Aug. 17, 2002.

[AFFIX NOTARY SEAL]

120-01/East Park Suppl. Decl. 332399/VC



EXHIBIT "A"
PAGE ONE OF TWO

All that tract or parcel of land lying and being in Land Lots 846, 847, 848, 882, 883, and 919, 16th District, 2nd Section, Cobb County, as per plat prepared by J. Lancaster Associates, Inc. dated June 24, 1998, and being more particularly described as follows:

Beginning at an iron pin located at the intersection of the easterly right-of-way of Scufflegrit Road with the southerly right-of-way of Holcombe Lake Drive; thence running south $89^{\circ} 07' 36''$ east a distance of 520.02 feet to a 3/4 Inch open top pipe and corner thence running south or $12' 50''$ west a distance of 250.0 feet to a point; thence running south $01^{\circ} 19' 44''$ east for a distance of 225.46 feet to a point and corner, thence running south $89^{\circ} 13' 31''$ east for a distance of 621.32 feet to a point and corner; thence running north $01^{\circ} 34' 11''$ west a distance of 499.33 feet to a point, being the common corner of Land Lots 809, 810, 847, and 848, said district and section; thence running south $88^{\circ} 07' 28''$ east as measured along the northerly land lot line of Land Lot 847, said district and section, a distance of 1591.19 feet to a point, being the common corner of Land Lots 810, 811, 846, and 847, said district and section; thence running south $89^{\circ} 53' 33''$ east as measured along the northerly land lot line of Land Lot 811, said district and section, for a distance of 187.83 feet to a 1 inch open top pipe and corner, thence south $01^{\circ} 48' 35''$ west for a distance of 2592.38 feet to a 2 inch open top pipe located on the northwesterly right-of-way of Allgood Road; thence running southwesterly and westerly as measured along the northwesterly side of Allgood Road and following the curvature thereof the following courses and distances: Along an arc of a curve an arc distance of 190.30 feet (said arc being subtended by a chord bearing south $62^{\circ} 27' 58''$ west a chord distance of 187.97 feet and having a radius of 350.46 feet) to a point; thence running south $78^{\circ} 01' 19''$ west a distance of 112.13 feet to a point; thence along the arc of a curve an arc distance of 198.16 feet (said arc being subtended by a chord bearing south $83^{\circ} 03' 18''$ west a chord distance of 197.91 feet and having a radius of 1127.96 feet) to a point; thence running south $88^{\circ} 05' 17''$ west a distance of 131.18 feet to a point; thence along the arc of a curve an arc distance of 211.62 feet (said arc being subtended by a chord bearing north $89^{\circ} 49' 35''$ west a chord distance of 211.57 feet and having a radius of 2906.76 feet) to a point; thence running north $87^{\circ} 44' 27''$ west a distance of 651.89 feet to a point; thence along the arc of a curve an arc distance of 293.05 feet (said arc being subtended by a chord bearing north $86^{\circ} 47' 36''$ west and having a radius of 8862.61 feet) to an iron pin found and corner; thence running north $00^{\circ} 47' 21''$ east as measured along the westerly land lot line of Land Lots 882 and 919, said district and section, a distance of 1372.73 feet to an iron pin at the common corners of Land Lots 847, 848, 881, and 882, said district and section; thence running north $89^{\circ} 26' 28''$ west as measured along the southerly land lot line of Land Lot 848, said district, and section, a distance of 697.92 feet to an iron pin and corner, thence north $18^{\circ} 25' 45''$ east a distance of 200.0 feet to a point and corner, thence running south $88^{\circ} 34' 55''$ west a distance of 473.50 feet to an iron pin located on the easterly right-of-way of Scufflegrit Road; thence running northerly along the easterly right-of-way of Scufflegrit Road and following the curvature thereof the following courses and

distances: Along the arc of a curve an arc distance of 62.14 feet (said arc being subtended by a chord bearing north 05° 43' 55" east and having a radius of 375.00 feet) to a point; thence running north 00° 59' 05" east a distance of 118.33 feet to a point; thence along the arc of a curve an arc distance of 50.95 feet (said arc being subtended by a chord bearing north 03° 24' 27" east a chord distance of 50.93 feet and having a radius of 602.96 feet) to a point; thence running north 00° 59' 13" east a distance of 91.46 feet to a point; thence running north 00° 59' 13" east a distance of 91.89 feet to a point; thence along the arc of a curve an arc distance of 200.17 feet (said arc being subtended by a chord bearing north 00° 41' 30" east a chord distance of 200.17 feet and having a radius of 19444.68 feet) to a point; thence running north 00° 23' 48" east a distance of 85.38 feet to a point and corner; thence running north 89° 36' 12" west a distance of 0.24 feet to a point and corner, thence running north 00° 54' 58" east a distance of 224.82 feet to a point; thence running north 00° 54' 58" east a distance of 249.80 feet to the point of beginning.

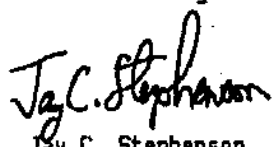
LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 848, of the 16th District, 2nd Section, Cobb County, Georgia, and being 2.410 acres designated as Tract "A" on that certain survey for East Park Development, Inc., dated October 30, 1998, prepared by Barton Surveying, Inc., David Barton, GRLS #2533, and being more particularly described as follows:

BEGINNING at the intersection of the southerly right of way of Holcombe Lake Drive (having a 50 foot right of way) with the easterly right of way of Scufflegrit Road (having a variable right of way); thence running south 89 degrees 07 minutes 36 seconds east as measured along the southerly right of way of Holcombe Lake Drive for a distance of 520.02 feet to 3/4" open top pipe found and corner; thence running south 01 degrees 12 minutes 50 seconds west for a distance of 212.20 feet to a point and corner; thence running north 89 degrees 05 minutes 01 seconds west for a distance of 121.67 feet to a point and corner; thence running north 67 degrees 09 minutes 07 seconds west for a distance of 47.76 feet to a point and corner; thence running north 89 degrees 04 minutes 59 seconds west for a distance of 288.20 feet to a point and corner, thence running south 54 degrees 40 minutes 57 seconds west for a distance of 80.27 feet to a point located on the easterly right of way of Scufflegrit Road; thence running north 00 degrees 54 minutes 58 seconds east for a distance of 241.41 feet to the point of BEGINNING. **(Park)**

EXHIBIT "A"
PAGE TWO OF TWO

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Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF THIS DEED.