
Widewater Homeowners Association, Inc.
3150 Hwy. 34 East, Suite 209, PMB #121
Newnan, Georgia 30265

Dear Homeowner,

16 April 2000

Enclosed is a copy of the Declaration of Covenants, Conditions and Regulations regarding your Widewater Homeowners Association, Inc. These covenants have been in place since the incorporation of our neighborhood in August of 1991.

All homeowners will receive a copy of this declaration.

Please read the entire document. Please read carefully these following sections:

Article II

Sections: 1, 2, 3, 5, 6, 8, 9, 11, 13, 16, 18, 19, 21, 22.

If you feel you might be in violation of any of these sections, please correct the violation within 30 days of this letter.

Please remember that exceptions to any and all covenant rules may only be granted with prior permission from the Widewater Homeowners Association board of directors.

In addition, in the event you are selling your home, this document must be provided to perspective homeowners. When and if you sell your home, please deliver this document to the new homeowner before closing.

If you have any questions regarding these declarations, please contact any board member listed on the Widewater newsletter, or write to the address above.

Declaration of covenants is also on file of record in the office of the clerk, Coweta Superior court.

Respectfully,

A handwritten signature in black ink that reads "WHA". The letters are bold and stylized, with a long horizontal stroke extending from the end of the "A".

Widewater Homeowners Association, Inc.

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WIDEWATER SUBDIVISION

THIS DECLARATION, made this 16 day of August, 1991, by
WIDEWATER, INC., a Georgia Corporation (hereinafter the
"Developer").

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain real property
lying and being in Land Lots 6 and 7 of the Sixth Land District,
Coweta County, Georgia, which real property is more particularly
described on Exhibit "A" attached hereto and by reference made a
part hereof and is generally known as Widewater Subdivision; and

WHEREAS, Developer desires to provide for the preservation and
enhancement of the property values in Widewater Subdivision and for
the maintenance of property and improvements thereon, and to this
end desires to subject the residential real property described on
Exhibit "A" to the covenants, conditions, restrictions, easements,
charges and liens hereinafter set forth, each and all of which are
for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient
preservation of the values in Widewater Subdivision, to create an
agency to which should be delegated and assigned the powers of
owning, maintaining and administering the common area, lake and
improvements thereon and administering and enforcing the covenants
and restrictions and collecting and disbursing the assessments and
charges hereinafter created; and

WHEREAS, Developer will at a certain point in time cause to
be incorporated under the laws of the State of Georgia the
Widewater Homeowner's Association, Inc., a non-profit corporation,
for the purpose of exercising the aforesaid functions. If the
corporate name of Widewater Homeowner's Association, Inc. is not
available per the Secretary of State of the State of Georgia,
Developer shall have the right to select another corporate name for
the Association.

NOW, THEREFORE, Developer declares that the real property
described on Exhibit "A" attached hereto and made a part hereof is

and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I.

DEFINITIONS

- Section 1. "Association" shall mean and refer to Widewater Homeowner's Association, Inc., its successors and assigns. If the corporate name of Widewater Homeowner's Association, Inc. is not available per the Secretary of State of the State of Georgia, Association shall mean and refer to the corporation incorporated by Developer to fulfill the obligations of the Association with regard to the Property.
- Section 2. "Board" shall mean and refer to the Board of Directors of the Association.
- Section 3. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners, including but not limited to the real property described on Exhibit "B" attached hereto and by reference made a part hereof.
- Section 4. "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 5. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions hereinafter set forth in this entire document, as may from time to time be amended.
- Section 6. "Developer" shall mean and refer to Widewater, Inc., a Georgia corporation, or any successor in

title or any successor in interest to Widewater, Inc., 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 in interest, such successor in title is expressly designated as the "Developer" by the grantor of such conveyance, which grantor shall be the Developer hereunder at the time of such conveyance.

Section 7. "Lot" shall mean and refer to residential Lots 1 through 11, Lots 72 through 79, Lots 120 through 140 and Lots 145 through 150, inclusive, of Widewater Subdivision, as shown upon the plat, as well as any future lots subjected to the within covenants, conditions, restrictions, and easements by the Developer in Widewater Subdivision or any expansion thereof by Developer.

Section 8. "Lot Owner" shall mean and refer to the record owner, 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 9. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 10. "Plat" shall mean and refer to that certain plat of survey prepared by Crane & Associates, Kenneth B. Pipe, Georgia Registered Land Surveyor, dated August 10, 1991, and recorded in Plat Book 51, Pages 132, 133 and 134, in the Office of the Clerk of Coweta Superior Court of Coweta County, Georgia.

Section 11. "Property" shall mean and refer to that certain real property described on Exhibit "A" attached hereto and made a part hereof.

Section 12. "Structure" shall mean and refer to: (a) 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 hereof, garage, porch, gazebo, shed, greenhouse, coop or cage, 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 improvement to such Lot; (b) any excavation, grading, field ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash, or drainage channel from, upon or across any Lot; and (c) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 12 applies to this such change.

ARTICLE II

GENERAL COVENANTS AND RESTRICTIONS

- Section 1. Without specific written approval from Developer, no portion of the property shall be used except for residential purposes.
- Section 2. No alterations shall be made to the site until site plans are approved by Developer, which shall have the right to establish and amend procedures and stands to guide its review of site plans. In particular, no clearing or grading shall take place until Developer has approved site plans.
- Section 3. No building, structure, alteration, addition or

improvement of any character other than interior alterations not affecting the external appearance of a building or structure shall be constructed upon any portion of the property unless and until a plan of such construction shall have been approved by Developer. Developer shall have the right, but not the obligation, to establish and amend design review procedures and standards to guide the enforcement of these provisions. Plans shall be judged as to quality of design and materials, harmony of external design with surrounding structures or with the planned character of the neighborhood, location with respect to topography and finished grade elevation, the effect of the construction on the view from surrounding property and all other factors which will in Developer's opinion affect the desirability or suitability of the construction. As a minimum, final plans and specifications shall show the nature, kind, shape, height, materials, basic exterior finishes and colors, location, floor plans, and elevations of the proposed structure.

Section 4. The exterior of all structures must be completed within one (1) year after the construction of same shall have commenced (building permit date), except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency, or natural calamities.

Section 5. No fence or wall of any kind shall be erected, begun, or permitted to remain upon any portion of the lot unless and until plans are submitted to and approved by Developer, its agents, successors or assigns.

Section 6. Without specific written approval from Developer, no sign may be displayed to the public view on any

- lot except for temporary signs not exceeding four (4) square feet advertising the property for sale or rent. All signs must be professional prepared.
- Section 7. No lot shall be subdivided in any way for sale, resale, gift, transfer, or other purposes, except with the written approval of Developer.
- Section 8. No boat trailer, house trailer, trailer, or any similar items shall be stored or parked on any lot except within an approved enclosed garage or carport. In addition, no automobiles, trucks, or other motorized vehicles may be kept outside a garage unless such vehicles have up-to-date licenses and inspection stickers. Boats and recreational vehicles must be stored in enclosed garages or carports.
- Section 9. No trees having a diameter of six (6) inches or greater (measured at a point 12" above ground level) shall be removed from the lot without written authorization from Developer which may adopt and promulgate rules and regulations for the preservation of trees and other natural resources upon the lot. Developer may also designate certain trees, regardless of size, as not removable without written authorization.
- Section 10. During the course of construction on any lot, no temporary building, trailer, garage or structure shall be used, temporarily or permanently, as a residence.
- Section 11. No lumber, metals, bulk materials, refuse, trash or other similar material shall be kept, stored, or allowed to accumulate outside the buildings on any lot except during the one (1) year construction period (during actual construction). In addition, during construction, the building materials on the lot shall be placed and kept in an orderly fashion.

Specifically, the lot shall be policed prior to each weekend; during the weekend, all materials shall be neatly stacked or placed and any trash or waste materials shall be removed.

Section 12. No fuel tanks or similar storage receptacles may be exposed to view; such receptacles must be installed with the main dwelling, an accessory builder, a screened area, or buried underground. Any exterior installation is subject to Developer's approval. No auxiliary devices (such as TV antennas) shall be mounted upon any elevation of the dwelling (including roof) which faces a public street.

Section 13. The entire property shall at all times be kept in a clean and well maintained condition. All landscaped areas shall be well groomed and maintained at all times. No building or structure shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with previously approved plans and specification. In the event any Lot Owner elects not to repair or reconstruct, then said Lot Owner shall, within ninety (90) days of such damage or destruction remove the structure, grade the property, and return same to clean and well maintained condition. Should Lot Owner fail to begin reconstruction or removal within such ninety (90) day period, Developer shall have the right, privilege and license, but not the obligation, to enter the site, remove such damaged or destroyed structure, and grade the site at Lot Owner's expense. Any such expense incurred by

Developer on Lot Owner's behalf shall be payable by Lot Owner within five (5) days after written notice therefor.

Section 14. Nothing herein contained shall be construed to prevent the erection or maintenance by Developer, or its duly authorized agents, of structures, improvements, or signs necessary or convenient to the development, sale, operation or other disposition of Developer's property.

Section 15. The approval of plans or specifications submitted for approval as herein specified for use on any lot shall not be deemed as a waiver of Developer's right to object to any of the features or elements embodied in such plans or specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other lots.

Section 16. Developer shall have the power and authority to approve or disapprove the plans and specifications, and the approval of said plans, specifications, and plot plan may be withheld not only because of the non-compliance with any of the specific conditions, covenants, and restrictions contained herein, but also because of the reasonable dissatisfaction of Developer with the grading plan, location of the structure on the site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structure of altered structures, materials used therein, the kind, pitch of type of roof proposed to be placed thereon, the planting, landscaping, size, height, or location of trees on the site, or because of its reasonable dissatisfaction with any or all other matters or things, which, in the reasonable judgment of

Developer, will render the proposed improvement inharmonious or out of keeping with the general plan of improvement of said property or with the improvements erected on other lots.

Section 17. The failure of Developer or its successors or assigns to enforce any covenant, condition, or restriction shall in no event be deemed to be a waiver of the right to covenant, condition or restriction.

Section 18. Every person who now or hereafter owns or acquires any right, title estate, or interest in and to this lot or portion thereof, is and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in said lot or any portion of the site.

Section 19. Developer may, from time to time, at any reasonable hour or hours enter upon and inspect any lot for the purpose of ascertaining compliance herewith.

Section 20. Dwelling size. No residence shall be erected on any lot which shall contain less than 1,150 square feet of heated and/or air conditioned living area. Carports, garages and porches shall be excluded in determining the square footage in a residence.

Section 21. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 22. Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot without specific written approval from Developer. Dogs, cats or other household pets may

be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 23. For purposes of these restrictions, any written consents or approvals as may be necessary required hereunder may be given by such person or entity as the Developer may from time to time designate in writing, which designation will be filed in the public records maintained by the Clerk of the Superior Court of Coweta County, Georgia and which will be effective until the same is revoked in like manner.

Section 24. No private water wells may be drilled or maintained on any lot without the prior written approval from Developer.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Lot Owner of a Lot which is subject to this Declaration shall be a mandatory member of the Association once incorporated by the Developer. 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 from any Lot which is subject to this Declaration and shall pass automatically to a Lot 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 Lot Owners, with the exception of Developer, and shall be entitled to one (1) 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 (1) 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 of 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 a Class A membership on the happening of any of the following events: (a) Five (5) years from the date of this Declaration; or (b) when, in its discretion, the Developer so determines.

ARTICLE IV

PROPERTY RIGHTS IN COMMON AREA

The Common Areas shall be comprised of the landscape areas designated as C-1, C-2, C-3 on the Plat of the Property, and other areas that the Developer may designate as part of the Common Area by conveying title as to the same to the Association. Notwithstanding anything herein to the contrary title to the Common Area will be conveyed to the Association by the Developer after all Lots placed for sale by the Developer have been sold or at such earlier time as the Developer may elect, and only at such time shall the Association have the right to control said Common Area. Even after the conveyance of the title to the Common Area to the Association, Developer shall reserve and retain the right to construct and maintain a sign or billboard on the landscape areas designated as C-1, C-2 and C-3 on the Plat of Widewater Subdivision as set forth herein.

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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (a) annual assessments, and (b) special assessments for capital improvements, such assessment 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 assessment is 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 assume by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the costs and expenses incident to the operation of the Association, including without limitation the maintenance and repair of the Common Area and improvements thereon, the maintenance of services furnished by the Association, the maintenance of street lights and purchase of electricity for said lights, the purchase of insurance by the Association, the repair and replacement of improvements of the Common Area, 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 Lot 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 (a) Developer, so long as there is a Class B member, or (b) a vote of a majority of the Lot 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 the year only, provided that any such assessment 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.

Section 7. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to all Lots at that certain point in time when the Developer, in his sole discretion, deems appropriate. 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 due dates shall be established by the Developer until such time as there is not 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 property executed Certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of

its issuance.

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 Lot 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 Lot 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 Lot 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 a like manner as a mortgage foreclosure on real property, and such Lot 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, 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, acting on the benefit of all other Lot Owners. The Association, acting on behalf of the Lot 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 Lot Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. A Lot owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 9. Subordination of the Lien to First Mortgage. 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 Common Area; (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.

ARTICLE VI
ENFORCEMENT

This Declaration shall be enforced by proceedings in law and equity against any Person or Persons violating or attempting to violate any covenants or restrictions or conditions contained herein, or to recover damages therefor. Said proceedings may be instituted by the Developer or any person or entity owning or occupying any of the subject property.

ARTICLE VII
SEVERABILITY

If any provision of this 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 or 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.

ARTICLE VIII
TERM AND DURATION

The covenants and restrictions of this Declaration shall run with and bind the Property for a period of twenty (20) years from the date of 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 an instrument signed by a majority of the then Lot Owners of the Lots has then been recorded agreeing to change said covenants and restrictions in whole or in part.

ARTICLE IX
AMENDMENT

This Declaration may be amended at any time and from time to time only if at least seventy-five percent (75%) of the Lot Owners vote to amend the same; provided, however, such Amendment by the Lot Owners shall not be effective unless also signed by the Developer if Developer is the owner of any Lots within the property subject to this Declaration. For the purposes of this paragraph, each Lot Owner shall be entitled to only one (1) vote per Lot owned. Where any Lot Owner is a group or entity other than one individual person, the vote on behalf of such Lot 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 Lot 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 Common Area 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 purchase or grantee of any interest in any Property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided for in this Section.

ARTICLE X

LIMITED UNILATERAL RIGHT TO AMEND

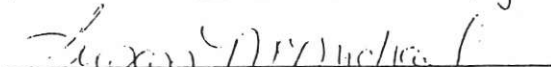
Anything in this Declaration to the contrary notwithstanding the Developer shall have the right unilaterally and at its sole discretion, and, without the approval by Lot Owner of any Lots, to further amend this Declaration by adding to the real property described in Exhibit "A" hereto any tract or parcel of land now owned or hereafter owned by the Developer, and consequently to subject said additional real property to the covenants and restrictions set out in this Declaration. In that event, the Developer shall have the right to realign the boundary lines of any Lots of the Property which are still owned by the Developer at that time and to construct a road or street over any Lot or portion thereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be fully executed in its name and by its duly authorized officers, under seal, the day and year first above written.

WIDEWATER, INC.

BY:  (SEAL)
HAROLD D. JEWELL, President

Signed, sealed and delivered in our presence this 16th day of August, 1991.


Witness



Notary Public, State of Georgia
My Commission Expires: 11/1/91

EXHIBIT "A"

All those tracts or parcels of land situate, lying and being in Land Lot 6 and Land Lot 7 of the Sixth Land District, Coweta County, Georgia, being more particularly identified as Lot 1 through Lot 11; Lot 120 through Lot 140; Lot 72 through Lot 79; and Lot 145 through Lot 150, all as shown on plat of property dated August 10, 1991 prepared by Crane & Associates, Kenneth B. Piper, Georgia Registered Land Surveyor, entitled "Final Plat of Widewater, Phase I", said plat of record in Plat Book 51, Pages 132, 133 and 134, Office of the Clerk, Coweta County Superior Court, reference to which plat is hereby made for a more particular description of said Lot 1 through Lot 11; Lot 120 through Lot 140; Lot 72 through Lot 79; and Lot 145 through Lot 150.

EXHIBIT "B"

COMMON AREA

All those tracts or parcels of land situate, lying and being in Land Lot 6 and Land Lot 7 of the Sixth Land District, Coweta County, Georgia, being more particularly identified as Lot C-1, Lot C-2 and Lot C-3, all as shown on plat of property dated August 10, 1991 prepared by Crane & Associates, Kenneth B. Piper, Georgia Registered Land Surveyor, entitled "Final Plat of Widewater, Phase I", said plat of record in Plat Book 51, Pages 132, 133 and 134, Office of the Clerk, Coweta County Superior Court, reference to which plat is hereby made for a more particular description of said Lot C-1, Lot C-2 and Lot C-3.