

Spivey Glen Homeowners Association, Inc.

P.O. Box 406 Stockbridge, GA 30281

Feb. 2017

RE: DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPIVEY GLEN SUBDIVISION.

Dear: Residents

Enclosed you will find a copy of the Spivey Glen Homeowners Association Declaration of Covenants, Conditions, Restrictions, and Easements, please read very carefully.

You can find this filed at Henry County Superior Court, Spivey Glen Subdivision unit 1 Book # 1650 page 180 -194, phase 2 book #1908 page 5 – 18, phase 3A Deed book 2035 page 18 - 31, phase 3B Deed book 2101 page 202 - 216, phase 4 Deed book #2306 page 342 - 354, unit 5 book #2450 page 88 - 100 and Spivey Glen Amendment 2006 - book #5672 page 20 - 21. This Declaration shall be governed, construed and interpreted in accordance with the Laws of the State of Georgia.

If there is something you don't understand, please feel free to call me at 770 366-3922, or email alpowerline@aol.com with any questions that you might have. We ask that every resident adhere to the covenants, in your decision making. You must contact the Architectural Committee before you make any changes to your home, additions, painting (color), etc. If you do not adhere to the covenants we have the right to halt all additions by your contractor at your expense.

Always keep your neighbors in mind when your grass is not cut and your home isn't kept up, and covenants are not being followed. With everyone's effort we can keep Spivey Glen picturesque. We have such diverse cultures in our community, so let's try and incorporate everyone into one big family while keeping our community safe and clean.

Our goal is to keep our home investments high, should you ever decide to sell, and move away, and keep Spivey Glen competitive with all the other subdivisions that make up the Lake Spivey Inc. area. We are hoping however, this will become your lifelong residence in the Spivey Glen community.

Best Regards,

Nicky Ford

President of the Spivey Glen Homeowners' Association Inc.

www.spiveyglen.com

RECEIVED JUL - 3 1994

BOOK 1908 PAGE 5

REC'D IN BK 1908
PAGE 5-18
DATE RECD 6-16-94
CLERK Sam E. Taylor

JUN 13 2 20 PM '94

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
SPIVEY GLEN SUBDIVISION, PHASE TWO

THIS DECLARATION, made on the date hereinafter set forth by ROBERT E. LANIER CONSTRUCTION CO., INC., a Georgia Corporation, (hereinafter collectively called the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Section 1 of Article II of this Declaration; and

WHEREAS, Developer desires to subject said real property described in Section 1 of Article II hereof to the provisions of this Declaration;

NOW, THEREFORE, Developer hereby declares that the real property described in Section 1 of Article II of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to covenants, conditions, restrictions, easements, assessments and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter, made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I
DEFINITIONS

Unless the context shall prohibit, certain words used in this Declaration shall have the definitional meaning set forth in Exhibit A attached hereto and by reference made a part hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Hereby Subjected to this Declaration. The real property which is, by the recording of this Declaration, subjected to the covenants, conditions,

014736

restrictions, easements, assessments and liens hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit B attached hereto and by reference made a part hereof.

ARTICLE III

ARCHITECTURAL CONTROL AND USE RESTRICTIONS

To assure a community of congenial Owners and thus protect the value of the Lots, the Lots which are now or hereafter subjected to this Declaration shall be subject to the architectural control and use restrictions set forth in Exhibit C attached hereto and by reference made a part hereof. Every grantee of any interest in any property located within the Development, by acceptance of a deed or other conveyance of such interest, agrees that such architectural control and Exhibit B use restrictions may be enforced in accordance with the provisions of this Declaration, or as otherwise provided by law.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants and restrictions set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, Developer or any aggrieved Lot Owner shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, Developer shall have the right to enter upon any portion of the property where a violation exists and summarily abate or remove, at the expense of the violating Lot Owner, using such force as may be reasonably necessary, any erection, thing or condition (including, but not limited to, overgrown grass, weeds or other vegetation and dead trees, shrubs or other plants) that may be or exist contrary to the intent and meaning of the provisions of this Declaration, including the architectural control and use restrictions set forth in Exhibit C attached hereto and by reference made a part hereof, if after ten (10) days' written notice of such violation it shall not have been corrected by such Lot Owner. Neither Developer, nor any of its agents shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Should the Developer or any aggrieved Lot Owner employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Lot Owner. Inasmuch as the enforcement of the provisions of this Declaration is essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Lot Owners, it is hereby declared that

any breach thereof cannot be adequately compensated by recovery of damages, and that Developer or any aggrieved Lot Owner, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation, breach or threatened violation or breach. No delay, failure or omission on the part of Developer or any aggrieved Lot Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence therein nor shall be deemed to be a waiver of the right to exercise such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its exercise or enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Developer for or on account of any violation or breach, or threatened violation or breach of the provisions of this Declaration, however long continued, or for imposing provisions which may be unenforceable.

Section 2. Rights of Third Parties. This Declaration shall be recorded in the public real estate records of the Clerk of the Superior Court of the County in which the development is located and shall inure to the benefit of Developer, the Lot Owner and the holders of mortgages affecting any property within the Development, their respective heirs, legal representatives, successors-in-title successors and assigns; and by such recording no owner of property not located within the Development shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without consent, permission or approval of any such owner.

Section 3. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits to twenty (20) years the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land for a period of twenty (20) years from the date this Declaration is filed for record in the office of the Clerk of the Superior Court of the County in which the development is located, after which time such provisions shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an instrument, signed by at least seventy-five (75%) percent of the then Owners and by Developer, if Developer is then the Owner of one or more Lots within the Development, has been recorded in the office of the Clerk of said Court agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any real property subject to this Declaration by acceptance of a deed or other conveyance therefore, thereby agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration, provided any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner so affected thereby shall consent thereto in writing. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners of record of Lots within the Development; provided, however, such amendment by the Lot Owners shall not be effected unless also signed by Developer, if Developer is the Owner of any real property then subject to this Declaration. 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 affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the office of the Clerk of said Court. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

Section 5. Interpretation. This Declaration shall be governed, construed and interpreted in accordance with the laws of the State of Georgia.

Section 6. Gender and Grammar. The use of singular and plural, masculine and feminine, as set forth herein, shall be construed in the manner appropriate to the context of the individual situation applicable to such usage.

Section 7. Severability. To the extent that any of the terms and provisions of this Declaration shall be deemed to be

invalid by applicable law, such terms and provisions shall be automatically deleted from this Declaration, and the remaining portions hereof shall remain in full force and effect and unchanged as though such invalid terms and provisions did not exist.

Section 8. Captions. The captions set forth in this Declaration are for convenience only and shall not have any force or effect whatsoever.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal this the 13TH day of June, 1994.

Signed, Sealed and
Delivered in the
presence of:

Robert E. Lanier Construction Co. Inc.

Kay Talala
Unofficial Witness

By: Robert L. Lanier
Robert L. Lanier, Vice President

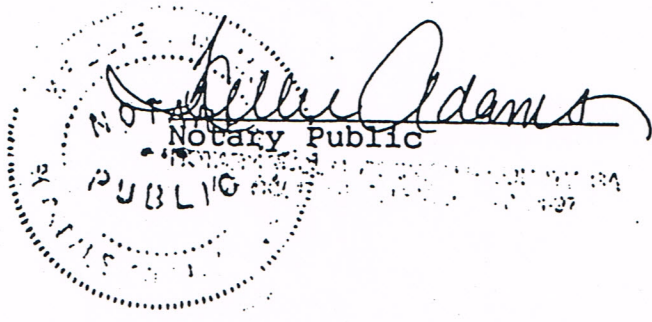
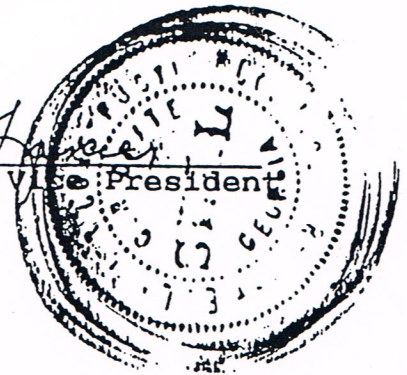


EXHIBIT B TO DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR SPIVEY GLEN SUBDIVISION, PHASE TWO

ALL THAT TRACT OR PARCEL of land situated, lying and being in Land Lots 41 and 42 of the 12th District of Henry County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin, which said pin is located by commencing at the common corner of Land Lots 41, 42 and 24 of the 12th District of Henry County, Georgia, and Land Lot 23 of the 12th District of Clayton County, Georgia, and from said point proceeding North 89°24'58" West 596.73 feet to a one-half inch rebar; thence North 01°53'21" West 709.38 feet to the Point of Beginning. Thence North 01°53'21" West 500.06 feet to a one-half inch rebar set; thence North 89°01'12" East 194.19 feet to a one-half inch rebar set; thence South 85°27'11" East 329.11 feet to a one-half inch rebar set; thence North 58°32'49" East 210.50 feet to a one-half inch rebar set; thence South 34°57'11" East 17.00 feet to a one-half inch rebar set; thence North 70°30'26" East 202.13 feet to a one-half inch rebar set; thence North 46°59'34" East 172.00 feet to a one-half inch rebar set; thence North 47°30'26" West 51.41 feet to a one-half inch rebar set; thence North 44°07'05" East 261.02 feet to a point located within Reeves Creek; thence South 56°22'38" East 142.71 feet to a point; thence North 89°48'28" East 100.00 feet to a point; thence South 00°00'10" West 552.30 feet to a point; thence South 82°03'23" West 322.59 feet to a point; thence South 23°10'06" West 293.77 feet to a point; thence North 79°16'24" West 177.08 feet to a point; thence North 69°13'14" West 224.56 feet to a point; thence South 25°05'38" West 228.14 feet to a point; thence South 54°54'54" West 87.25 feet to a point; thence North 83°54'10" West 185.27 feet to a point; thence North 11°59'52" East 15.24 feet to a point; thence South 89°01'12" West 205.81 feet to the POINT OF BEGINNING, containing 15.2552 acres.

This description is in accordance with a plat of survey by Keith Seiler, Georgia Registered Land Surveyor, dated September 9, 1992.

EXHIBIT A TO DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR SPIVEY GLEN SUBDIVISION, PHASE TWO

Definitions

The following words when used in this Declaration or in any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Developer" shall mean and refer to (i) Robert E. Lanier Construction Co., Inc., a Georgia Corporation, the entity executing this Declaration, or (ii) any successor-in-title to the said entity to all or some portion of the property then subjected to this Declaration, provided in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance.

(b) "Development" shall mean and refer to that certain real property described in Exhibit B attached hereto.

(c) "Lot" shall mean and refer to any plot of land comprising a single family dwelling site designated on a plat of survey recorded in the office of the Clerk of the Superior Court of Henry County, Georgia, which is subjected to this Declaration.

(d) "Mortgage" means any mortgage, deed to secure debt, security deed and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot located within the Development, excluding, however, any person holding such interest merely as security for the performance or satisfaction of an obligation.

(f) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trustee or other legal entity.

Section 8. Captions. The captions set forth in this Declaration are for convenience only and shall not have any force or effect whatsoever.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal this the 13TH day of June, 1994.

Signed, Sealed and Delivered in the presence of: Robert E. Lanier Construction Co., Inc.

Kay Talalai
Unofficial Witness

By: Robert L. Lanier
Robert L. Lanier, Vice President

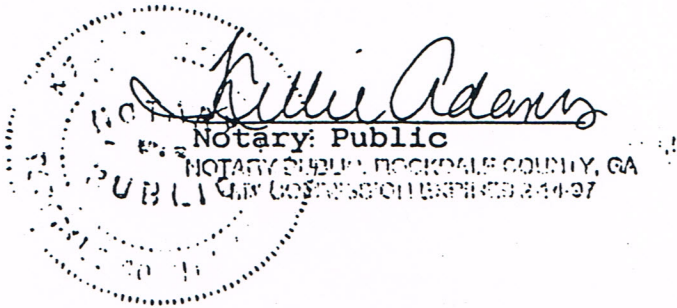
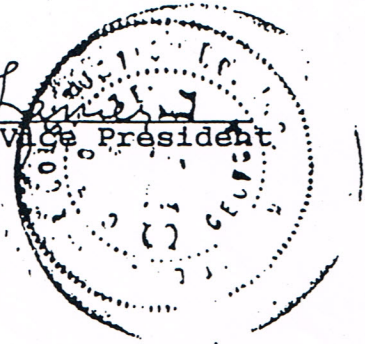


EXHIBIT C TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR SPIVEY GLEN SUBDIVISION, PHASE TWO

ARCHITECTURAL CONTROL AND USE RESTRICTIONS

The following architectural, maintenance and use restrictions shall apply to each and every Lot subjected to this Declaration:

Section 1. Residential Use. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on or upon any Lot at any time except with the written approval of the Declarant; provided, however, that nothing herein shall prevent Declarant and Declarant's subsidiaries, affiliates and employees from using any Lot owned or leased by Declarant for the purpose of carrying on business related to the development, sale and rental of property in said community; provided, further, private offices may be maintained in residences located on any of the Lots so long as such use is incidental to the primary residential use of the Lot.

Section 2. Sale and Leasing of Lots. The right of any Lot owner, including Declarant, to sell, transfer or convey any Lot, including the residence located thereon, owned by such Owner shall not be subject to any right of first refusal or similar restriction in favor of the other Lot owners. Also, any Lot owner, including Declarant, shall have the unqualified right to lease any Lot, including the residence located thereon, owned by such Owner.

Section 3. Subdivision of Lots. No lot shall be subdivided, its boundary lines changed or more than one (1) single family dwelling unit built on any one (1) lot. Declarant, however, hereby expressly reserves the right to replat any two (2) or more Lots in order to create a modified residential Lot or Lots, and to take such other steps as reasonably may be necessary to make such replatted Lot or Lots suitable as a building site or sites. All of the covenants and restrictions set forth herein shall apply to each such Lot, if any, so created. Any such subdivision, boundary line change or replatted Lot shall not be in violation of any applicable governmental rules, regulations or ordinances.

Section 4. Architectural Control. To preserve the architectural appearance of the Development, the following restrictions shall apply: (i) no residence shall be erected on any Lot to have less than 1,500 square feet of living space, excluding garages, basements and porches; (ii) no fence shall be erected or maintained on any frontal portion of any Lot; (iii) television antennas, short-wave radio antennas, or any other types of antenna shall not be extended higher than the ridge line of the residence located on such Lot, and must be located on the rear side of any such residence; (iv) all basketball goals, playground facilities and other types of sports facilities or equipment shall be located at the rear of any residence; (v) no trees with a circumference greater than ten (10) inches shall be cut down, unless required due to disease or necessary or desirable in connection with the construction of improvements on any Lot; (vi) no residence shall be erected nearer to a fronting street than the building line shown on the plat of the Development recorded in the real property records of Henry County, Georgia, nor nearer than eight (8) feet to any boundary line of any neighboring Lot; and (vii) no residence shall have exposed concrete block foundations.

(a) Maintenance. The property herein restricted, or structures permitted to be constructed thereon shall not be allowed to deteriorate in appearance to the detriment of the surrounding property nor shall any unsightly fence be erected on any part of the property. No fence shall be erected unless such fence is approved by The Architectural Control Committee for Spivey Glen Subdivision, Phase Two. No trucks, commercial vehicles, recreational vehicles, boats, trailers, pickup trucks, or motor cycles shall be permitted unless the same are housed in a permanent enclosed garage. Service vehicles shall be allowed only during such time as service is being performed. No vehicle shall be allowed to park on any street for any period of time exceeding twenty four (24) hours or on any regular basis of shorter duration.

Section 5. Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant in the development of the property which is subjected to this Declaration to complete such construction and make such improvements to such property as Declarant shall deem advisable prior to the sale thereof by Declarant.

Section 6. Nuisances. It shall be the responsibility of each Lot owner to prevent the development of any unclean, unhealthy, unsightly or unkept condition of buildings or grounds on his Lot or Lots, irrespective of whether the same is occupied or vacant. No rubbish, trash, garbage, or other waste materials shall be kept or permitted at the exposed exterior of the improvements erected on any Lot. No garbage or refuse shall be placed on any Lot, except in normal containers on pick-up day only. No Lot shall be used in whole

or in part for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which shall constitute a nuisance to the neighborhood. No tents, shacks, tanks, mobile homes, temporary or unsightly buildings or structures shall be erected or permitted to remain on any Lot. No short-wave or citizen's band transmitter or receiver shall interfere with the normal use and reception of other televisions or radios in the Development. All clothes lines shall be concealed from view of neighboring lots and streets. No clothes shall be allowed to dry outside the windows of residence or any exposed porch. No windows shall be covered by unsightly coverings, including but not limited to paper, foil or sheets. No television dish receivers shall be permitted on any Lot. There shall not be maintained any plants or animals, or device or thing of any sort, whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

Section 7. Unsightly or Unkept Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any property within the Development.

Section 8. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, provided that said pets are not kept, bred or maintained for any commercial purpose, are not permitted to roam free, and do not endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots. Dogs which are household pets shall at all times, whenever they are outside a dwelling, be confined within a pen or on a leash. No structure for the care, housing, or confinement of any pets shall be maintained so as to be visible from neighboring property.

Section 9. Commercial and Recreational Vehicles and Trailers. No commercial vehicle (including school bus), house trailer, mobile home, motor home or recreational vehicle, camper, truck with camper top, motorcycle, boat or boat

trailer or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Notwithstanding the foregoing, any such vehicles or equipment is kept in an enclosed space and concealed from view by neighboring residences and streets; except that no school bus shall be allowed on any Lot or within the Development under any circumstances.

Section 10. Easements. Easements are reserved for the installation and maintenance of utilities (including, without limitation, electrical power, gas, water, telephone and lines for security systems and cable television systems which may now or hereafter be installed for the benefit of all or substantially all of the Lots on the property), drainage facilities and storm sewers over the rear ten (10) feet of all Lots, and over five foot wide strips along the front and side Lot lines of all Lots; with a further easement reserved to cut or fill at a three-in-one slope along the boundaries of all public streets or roads on the property. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers or utility easements as described hereinabove.

Section 11. Signs. No commercial signs, including "for rent" or "for sale" signs or advertising posters of any kind shall be erected, placed or maintained on any Lot or in the window or upon any exterior side or roof of any residence, except as may be required by legal proceedings. The foregoing provision of this Section to the contrary notwithstanding, nothing herein shall be construed to prevent Declarant from erecting, placing or maintaining upon any Lot, or permitting the erection, placing or maintaining upon any Lot, or permitting the erection, placing or maintaining upon any Lot by builders of residences, of such signs as Declarant may deem necessary or desirable, for the rental or sale of the Lots and/or residences constructed thereon. No commercial signs, including "for rent" or "for sale" or advertising posters of any kind shall be placed or maintained in or upon any motor vehicle which is parked or otherwise located in the Development.

Section 12. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Development shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 13. Business offices, models, etc.. Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant and the builder (if other than Declarant) of residences upon the Lots to maintain and carry on, upon such portion of the

property within the Development as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction (if not already constructed) and the sale or rental of such residences, including, but without limitation, construction yards, business offices, signs, model residences and sales or rental offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by Declarant or such builder as model residences and offices for the sale or rental of residences in the Development.

Section 14. Architectural Controls Committee. (a) No building, including residences, tool sheds, storage facilities, and greenhouses shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations and specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the Architectural Controls Committee, its successors or assigns, as to conformity and harmony of external finishes, color, design, general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be within the sole discretion of the Architectural Controls Committee. Said approval in writing shall not be required with respect to construction upon any lot or parcel after ten years following the date of this Declaration except that the requirements for conformity and harmony of external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as these covenants are valid. If the Architectural Controls Committee fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, the Architectural Controls Committee shall be deemed to have approved said plans and specifications. After the final plans and specifications have been approved by the Architectural Controls Committee no changes may be made in said plans or specifications without the consent of the Architectural Controls Committee.

(b) Before any residence may be occupied, it must be completely finished on the exterior in accordance with the plan approved by the Architectural Controls Committee.

(c) The Architectural Controls Committee initially is composed of Developer or its designee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining member shall have full authority to designate a successor. A member may resign by giving written notice to each of the other members. Resignation is effective on the date notice is delivered. Neither the members of the committee nor its designated representative shall be entitled to any

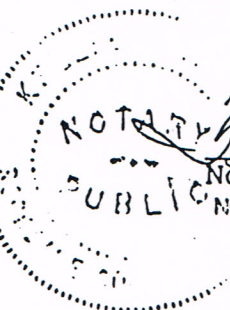
compensation for services performed pursuant to this covenant. At any time the then current record owners of the majority of the Lots shall have the power to change the membership of the Committee, or to change or restore to it any of its powers and duties. Notwithstanding anything contained herein to the contrary, Developer shall be the sole member of the Committee until the earlier of the following events: (i) written resignation by Developer from the Committee; or (ii) the time when Developer no longer retains any interest in any portion of the Property described on Exhibit B attached hereto.

IN WITNESS WHEREOF, Declarant has caused this Exhibit "C" to Declaration of Covenants, Restrictions and Easements for Spivey Glen Subdivision, Phase Two to be executed on this the 13TH day of June, 1994.

Signed, sealed and delivered in the presence of: Robert E. Lanier Construction Co., Inc.

Kay Talalai
Unofficial Witness

By: Robert L. Lanier
Robert L. Lanier, Vice President



Kellie Adams
Notary Public
NOTARY PUBLIC, ROCKDALE COUNTY, GA
M. COM. EXPIRES FEBRUARY 14-97

