

(c) Manner of Repair, Reconstruction or Rebuilding. All repairs, reconstruction, or rebuilding to be made as a result of damage by fire or other casualty shall be made in accordance with the following provisions:

(i) The damage shall be repaired, reconstructed, or rebuilt substantially in accordance with the plans and specifications for such damaged property prior to the occurrence of such damage;

(ii) All of the work of repairing, reconstruction, or rebuilding any portion of the common elements, the damage to or destruction of which cause the payments of insurance benefits under insurance policies maintained by the Association, shall be performed under the supervision of the Board of Directors which, in discharging such supervisory responsibility, shall be authorized to employ such building supervisors and architects as the Board of Directors shall deem to be in the best interest of the Association.

(d) Cost of Repairs, Reconstruction, or Rebuilding. The cost of repairing, reconstructing, or rebuilding any portion of the common elements which shall be damaged or destroyed shall be paid with any insurance proceeds which shall be paid to the Association on account of such damage or destruction. If such insurance proceeds are not sufficient to defray such cost of repair, reconstruction, or rebuilding, then the Board of Directors may levy a special assessment against all of the Lot Owners and Lots to raise the excess funds necessary to defray such cost.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Easements for Architectural Control Committee. There is hereby created in favor of the Architectural Control Committee, its members, agents, employees and any management company retained by the Architectural Control Committee, an easement to enter in or to cross over the Lots to inspect and to perform the duties of maintenance and repair of the Lots, as provided for herein.

Section 2. Easements for Declarant. Declarant hereby reserves for himself, his successors and assigns, agents, employees, contractors and sub-contractors, the following easements and rights-of-way in, on, over, under and through any part of the Community as well as in, on, over, under and through any part of the Additional Property for so long as Declarant owns any Lot primarily for the purpose of sale or so long as Declarant retains the right to submit the Additional Property to the Provisions of this Declaration pursuant to Article II hereof, whichever is longer:

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, water, telephone, community antenna, television cables and other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;

(d) For use as sales offices, model lots and parking spaces in connection with his efforts to market Lots; and

(e) For the maintenance of such other facilities and reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

Section 3. Easements for the Association. There is hereby created in favor of the Association, its Board of Directors, its members, agents, employees and contractors, an easement to enter upon, enter in, or cross over the Lots for the purpose of providing the maintenance required by the Association in this Declaration and for the purpose of constructing sidewalks.

Section 4. Enforcement. The Architectural Control Committee, the Association, or any Owner, including Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. 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 the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run and bind the land so long as permitted by such law and such provisions may be renewed or extended in whole or in part beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law provided such renewal or extension is approved by at least eighty (80%) percent of the Lot Owners. Every Purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance or a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 6. Rights of Mortgagees. In addition to the rights elsewhere provided, each mortgagee of a Lot, or purchaser or insurer of a mortgage on any Lot subject to this Declaration, including Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration and the Federal Housing Administration shall (a) be entitled to written notice from the Association of any default by an Owner in the performance of his obligations under the Declaration which is not cured within thirty (30) days; (b) be entitled to attend and observe all meetings of Owners, but not meetings of the Association's Board of Directors. (c) be furnished copies of annual financial reports made to the Owners; (d) be entitled to inspect current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulation, books, records, and financial statements of the Association during normal business hours; (e) be entitled to written notice from the Association of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (f) be entitled to written notice from the Association of any condemnation or casualty loss that affects a material portion of the Community, or the Lot securing its mortgage; and (g) be entitled to timely written notice of any proposed action which would require the consent of a specified percentage of mortgagees; provided, however, that such mortgagee or purchaser or insurer of such mortgage shall first file with the Association a written request that such notices be sent to a named agent or representative of the mortgagee at an address stated in such notice.

Section 7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (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 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 shall consent thereto in writing.

All amendments other than those specified hereinabove shall be adopted as follows:

(i) At least sixty-seven (67%) percent of the Lot Owners shall be necessary to amend this Declaration. Notwithstanding anything to the contrary herein, it is expressly provided that any amendment which adversely affects the title to any Lot must be approved by the Owner of such Lot, in writing.

(ii) The proposed amendment may be proposed by either the Lot Owners or Declarant. The Declarant, or the Association, may call a meeting of the Lot Owners to consider such an amendment and shall be required to call such a meeting upon a petition signed by at least twenty-five (25%) percent of the Lot Owners. If a meeting of the Lot Owners is called to consider such an amendment, the time within which and the manner by which notice of such meeting shall be given, the authorized use of proxies, and the quorum required for the transaction of business at such meeting shall correspond to the requirements for meetings of the Association.

(iii) The consent of the Lot Owners required to approve said amendments shall be obtained by affirmative vote, written consent, or a combination thereof. A meeting of the Lot Owners shall not be required in the event that the requisite approval of the Lot Owners is obtained by written consent. The required consent of Declarant shall be in writing.

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 affecting any Lot unless such holder shall consent thereto in writing. The written consent thereto of any mortgage holder affected thereby shall 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. No amendment shall become effective until filed with the Clerk of the Superior Court of Union County, Georgia.

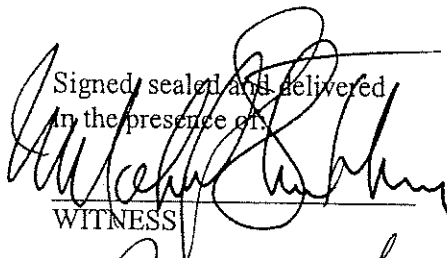
Section 8. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 9. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.


Section 10. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

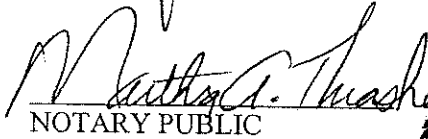
Section 11. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

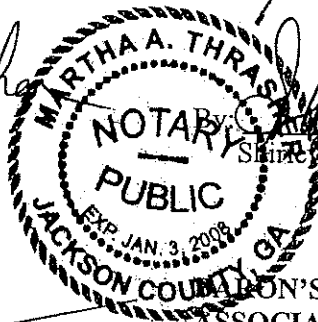
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument under his seal this 29th day of March, 2005.

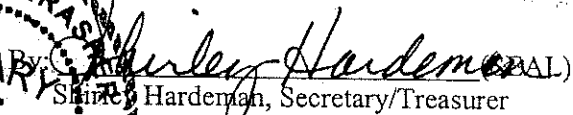
Signed, sealed and delivered
in the presence of:

WITNESS

HARDEMAN INVESTMENT AND
DEVELOPMENT CORPORATION

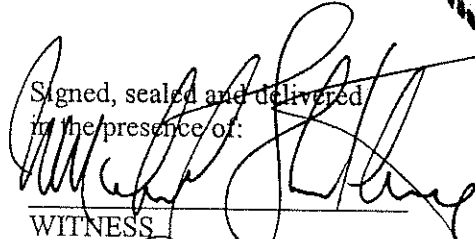
By:  (SEAL)
Michael A. Hardeman, President

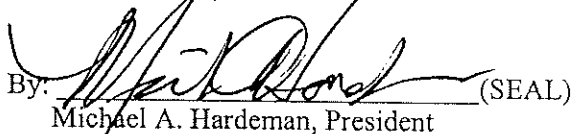

NOTARY PUBLIC

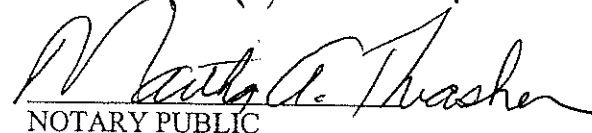


By:  (SEAL)
Shirley Hardeman, Secretary/Treasurer

DON'S RIDGE HOMEOWNER'S
ASSOCIATION, INC.

Signed, sealed and delivered
in the presence of:

WITNESS

By:  (SEAL)
Michael A. Hardeman, President


NOTARY PUBLIC

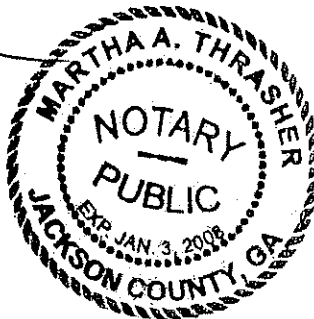


EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 155, 9th District, 1st Section of Union County, Georgia and being 30.285 acres, more or less, and being shown as Baron's Ridge Subdivision on a plat of survey by Rochester & Associates, Inc., dated 04/12/04, and recorded in Union County Records in Plat Book 54, Page 99. Said plat is incorporated herein by reference hereto for a full and complete description of the above described property.

A handwritten signature in cursive script, followed by the initials "SH" written below it.