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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
MILLWOOD PLANTATION **Inet. No. 6325**

This Declaration of Covenants, Conditions, Restrictions and Easements for Millwood Plantation (the "Declaration") is made this the 6th day of December, 2006, by Millwood Plantation, LLC, a Delaware limited liability company (the "Company").

ARTICLE I
STATEMENT OF PURPOSE AND IMPOSITION OF COVENANTS

Section 1.1. Owner. The Company is the owner of the property in Ware County, Georgia, described on the attached Exhibit "A" (the "Property").

Section 1.2. Purpose. The purpose of this Declaration is to create a planned community known as Millwood Plantation on the Property ("Millwood Plantation"). The Company intends by this Declaration to protect, reserve and enhance the values and amenities of the Property; to provide for the operation, administration, use and maintenance of the Parcels and Common Areas within the Property; and to promote the health, safety and welfare of the owners of the Property.

Section 1.3. Imposition of Covenants. To accomplish the purposes indicated above, the Company hereby declares that from the date of recording this Declaration, the Property will constitute a planned community known as Millwood Plantation, and will be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements (collectively, these "Covenants"). These Covenants will run with the land and will be binding upon all persons or entities having any right, title, or interest in all or any part of the Property, including the Declarant, and their heirs, successors, and assigns, and their tenants, employees, guests and invitees. These Covenants will inure to the benefit of each owner of any portion of the Property.

ARTICLE II
DEFINITIONS

The following terms, as used in this Declaration, are defined as follows:

Section 2.1. "Articles" or "Articles of Incorporation" means the articles of incorporation of Millwood Plantation Property Owners' Association, Inc., which have been filed with the Secretary of State of Georgia, as such articles may be amended from time to time.

Section 2.2. "Assessments" means the Annual, Special and Default Assessments levied pursuant to Article VIII to meet the estimated financial requirements of Millwood Plantation Property Owners' Association, Inc.

Section 2.3. "Association" means the Millwood Plantation Property Owners' Association, Inc., a Georgia nonprofit membership corporation, its successors or assigns, membership in which is mandatory for all owners of Parcels within Millwood Plantation.

Section 2.4. "Board of Directors" or "Board" means the Board of Directors of the Association, which is designated in this Declaration, the Articles of Incorporation and the Bylaws to act on behalf of and to be the governing body of the Association.

Section 2.5. "Bylaws" means the Bylaws of the Association, which establish the methods and procedures of its operation, as such Bylaws may be amended from time to time.

Section 2.6. "Millwood Plantation" means the community created by this Declaration, consisting of the Property (including any Expansion Property, after annexation of it in accordance with Article XII) and all of the Improvements located on the Property.

Section 2.7. "Millwood Plantation Documents" means the basic documents creating and governing Millwood Plantation, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Plats, the Millwood Plantation Rules and any other procedures, rules, regulations or policies adopted under such documents by the Association. Any exhibit, schedule, or certification accompanying a recorded document and recorded simultaneously therewith shall be deemed an integral part of that document. Any amendment or certification of any document shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected document.

Section 2.8. "Common Area" means the real and personal property described in the attached Exhibit "C" and any other property in which the Association may now or in the future own an interest for the common use, benefit and enjoyment of some or all of the Members and such other persons as may be permitted to use the Common Area under the terms of this Declaration or any contract with the Association. Such interest owned by the Association may include, without limitation, estates in fee, estates for terms of years, or easements.

Section 2.9. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of this Declaration, to include, but not to be limited to, the following: (i) premiums for the insurance carried by the Association; (ii) all other expenses incurred by the Association in administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Areas and any Improvements located on them; (iii) all expenses expressly declared to be Common Expenses by the Association; (iv) all expenses lawfully determined to be Common Expenses by the Board of Directors; and (v) all expenses to be allocated among the Owners as provided in Article XIII.

Section 2.10. "Declarant" means Millwood Plantation, LLC, or its successors or assigns, including any Successor Declarant to the extent the rights of Declarant are assigned to the Successor Declarant, as provided in Section 17.7. From the time of the recordation of any amendment to this Declaration expanding Millwood Plantation, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of Declarant.

Section 2.11. "Default Rate" means an annual rate of interest that is the lesser of (i) the rate set forth in Section 8.6.1 below, or (ii) the maximum rate permitted by applicable law.

Section 2.12. "Expansion Property" means such additional real property now owned or hereafter owned by the Declarant, or for which the Declarant has the right to develop with the consent of the owner, as Declarant may make subject to the provisions of this Declaration from time to time and in such increments as Declarant deems desirable, by duly recorded Declaration of Annexation, which property is

more particularly described on Exhibit "B" attached to this Declaration.

Section 2.13. "Improvement(s)" means all buildings, structures, fixtures, parking areas, fences, walls, hedges, plantings, lighting, poles, driveways, roads, ponds, lakes, trails, gates, signs, changes in any exterior color or shape, excavation, and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement, renovation, or repair, which may not be included in the foregoing. "Improvement(s)" does not include routine yard maintenance. "Improvement(s)" does include both original improvements and all later changes and improvements.

Section 2.14. "Member" means any person or entity holding membership in the Association.

Section 2.15. "Owner" means the owner of record (including Declarant, and including a contract seller, but excluding a contract purchaser), whether one or more persons or entities, of fee simple title to any Parcel, or the tenant or lessee under a ground lease having a term of over fifty years, but does not mean or refer to any person or entity who holds such interest merely as security for the performance or repayment of a debt or other obligation, including a Mortgage, unless and until such person or entity has acquired fee simple title pursuant to foreclosure legal or other proceedings. Owner, as used herein, shall include the masculine or feminine gender, singular or plural usage, or corporate or any other inanimate ownership entity, as the context requires or permits.

Section 2.16. "Parcel" means any Parcel or tract of land, other than a Common Area, designated for separate ownership and occupancy and shown as a Parcel on any Plat.

Section 2.17. "Period of Declarant Control" means the period beginning on the date this Declaration is first recorded in the office of the Clerk of the Superior Court of Ware County, Georgia, and ending on the date of the earliest of the following: (i) 20 years after such recording; (ii) Declarant has sold each Parcel to a third-party Owner; or, (iii) Declarant records an instrument in the office of the Clerk of Court relinquishing Declarant Control. However, the Period of Declarant Control may be extended if the period in which Declarant may exercise Special Declarant Rights is (i) extended as allowed by law, in which case the Period of Declarant Control will be extended to the maximum period of time so allowed unless Declarant has recorded an instrument in the office of the Clerk of the Superior Court of Ware County, Georgia, relinquishing Declarant Control, or (ii) reinstated or extended by agreement between Declarant and the Association subject to whatever terms, conditions and limitations the Board of Directors may impose on the subsequent exercise by Declarant of the Special Declarant Rights. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will have all the rights and duties ordinarily given to Members under this Declaration.

Section 2.18. "Person" (whether or not in capitalized form) means a natural person, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or combination of the foregoing.

Section 2.19. "Plat" means any survey or surveys of all or part of the Property, together with such other engineering, architectural, or diagrammatic plans and information regarding the Property as may be required by applicable law, or as may be performed in the discretion of Declarant (or, subsequent to the termination of the Period of Declarant Control, in the discretion of the Association), as each such survey may be amended and supplemented from time to time, and all as recorded at the direction of Declarant (or, subsequent to the termination of the Period of Declarant Control, at the direction of the Association) in the Office of the Clerk of the Superior Court of Ware County, Georgia. The initial Plat is the plat of survey entitled "Final Plat For: Millwood Plantation, Phase 1", dated September 21, 2006, prepared by Cumberland

Land Surveyors, signed by Matthew M. Jordan, Georgia Registered Land Surveyor No.3011 recorded in Plat Book A, Map Nos. 3539-3550 (inclusive), in said Clerk's office.

Section 2.20. "Property" means and includes the real property described on Exhibit "A" and initially subjected to this Declaration, and also refers to any additional real property that may be incorporated into Millwood Plantation from time to time and made subject to this Declaration, including, without limitation, any interest therein and any parcels of air space.

Section 2.21. "Supplemental Covenants" means additional or further restrictive covenants imposed on the all or portions of the Property and/or Expansion Property from time to time.

ARTICLE III THE MILLWOOD PLANTATION PLANNED COMMUNITY

Section 3.1. Establishment of Planned Community. By this Declaration, Millwood Plantation is established as a planned community under this Declaration, consisting initially of 116 Parcels. Declarant reserves the Development Rights to add property to, or withdraw property from, Millwood Plantation, in accordance with Article XII below. Nothing in this Declaration commits or obligates the Declarant to develop any specified number of Parcels and no assurances about the development of any portion of the Property, or the order in which any such development may occur, are made in this Declaration.

Section 3.2. Declaration of Parcel and Common Area Boundaries. The boundaries of the Parcels and Common Areas are delineated on the Plat, and each Parcel is identified by the number noted on the Plat.

ARTICLE IV ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Membership. Every Owner, by virtue of being an Owner, and for so long as he is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel. No Owner, whether one or more Persons, shall have more than one membership per Parcel owned, but all of the persons owning each Parcel will be entitled to rights of membership and of use and enjoyment appurtenant to such ownership, subject, however to the terms and conditions of the Millwood Plantation Documents.

Section 4.2. Transfer of Membership. An Owner shall not transfer, pledge or alienate his membership in the Association in any way except upon the sale or encumbrance of his Parcel, and then only to the purchaser or Mortgagee of his Parcel.

Section 4.3. Classes of Membership. The Association shall have two classes of voting membership. "Class A" Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Parcel owned. The "Class B" Member shall be the Declarant, or any Successor Declarant. The Bylaws may set forth additional classifications of membership from time to time.

Section 4.4. Voting Rights. All "Class A" Members will be entitled to vote on Association matters on the basis of one vote for each Parcel owned, as each Parcel is originally platted by Declarant and depicted on the Plat. The number of votes will be determined by reference to the Plat as recorded by Declarant, and may be subject to change if the Plat is changed in accordance with the provisions of this

Declaration. The "Class B" Member shall be entitled at all times to a number of votes equal to three (3) times the total of "Class A" votes; provided, however, that "Class B" membership shall cease and become converted to "Class A" membership no later than the expiration of the Period of Declarant Control.

When more than one person holds an interest in any Parcel, all such persons shall be Members. The vote for such Parcel may be exercised by one person or alternative persons as the Owners among themselves determine. If only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote pertaining to that Parcel. If more than one of the multiple Owners is present at a meeting in person or by proxy, the vote allocated to their Parcel may be cast only in accordance with the agreement of a majority in interest of the Owners of that Parcel. There shall be a conclusive presumption of a majority agreement if any one of the multiple Owners casts the vote allocated to his Parcel without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Parcel.

The votes pertaining to any Parcel may, and, in the case of any Parcel owner not a natural person or persons, shall, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Parcel Owner or, in cases where the Parcel Owner is more than one person, by or on behalf of the joint owners of the Parcel. No such proxy shall be revocable except by written notice delivered to the Association by the Parcel Owner or by any joint Owners of a Parcel. Any proxy shall be void if it is not dated or if it purports to be revocable without such notice.

Any Owner of a Parcel that is leased may assign his voting right to the tenant, provided that a copy of the instrument of assignment is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right.

Section 4.5. Appointment of Officers and Directors by Declarant. Until the expiration of the Period of Declarant Control, Declarant will retain the exclusive powers to appoint and remove Directors and Officers of the Association. Notwithstanding the foregoing, Declarant may voluntarily surrender the right to appoint and remove Directors and Officers of the Association before the end of the Period of Declarant Control by providing a notice to that effect to the Association and otherwise complying with the procedures for termination of this Special Declarant Right, as set forth in the Bylaws. However, upon voluntarily terminating this Special Declarant Right in advance of the expiration of the Period of Declarant Control, Declarant may require that specified actions of the Association or the Board, as described in an instrument executed and recorded by Declarant in the office of the Clerk of the Superior Court of Ware County, Georgia, be approved by Declarant before those actions become effective.

Section 4.6. Notice of Membership. Any person on becoming a Member will furnish the Secretary of the Association with a photocopy or certified copy of the recorded instrument or such other evidence as may be specified by the Board under the Bylaws or the Millwood Plantation Rules, vesting the person with the interest required to making him a Member. At the same time, the Member will provide the Association with the single name and address to which the Association will send any notices given pursuant to the Millwood Plantation Documents. The Member will state in such notice the voting interest in the Association to which the Member believes he is entitled and the basis for that determination. In the event of any change in the facts reported in the original written notice, including any change of ownership, the Member will give a new written notice to the Association containing all of the information required to be covered in the original notice. The Association will keep and reserve the most recent written notice received by the Association with respect to each Member.

Section 4.7. Owner's and Association's Addresses for Notices. All Owners of each Parcel will have one and the same registered mailing address to be used by the Association or other Owners for notices,

demands and all other communications regarding Association matters. The Owner or Owners of a Parcel shall furnish the registered address to the Secretary of the Association within five days after receiving title to the Parcel. The registration shall be in written form and signed by all of the Owners of the Parcel or by such persons as are authorized by law to represent the interests of all Owners of the Parcel.

If no address is registered or if all of the Owners cannot agree, then the address of the Parcel will be deemed the registered address until another registered address is furnished as required under this section.

If the address of the Parcel is the registered address of the Owners, then any notice may be deemed duly given if delivered to any person occupying the Parcel or sent to the Parcel by any other means specified for a particular notice in any of the Millwood Plantation Documents, or if the Parcel is unoccupied, if the notice is held and available for the Owners at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the address of the Association or such other address as the Board may designate from time to time by a notice delivered to all Owners in accordance with this Section.

All notices given under this Declaration may be sent by personal delivery, which will be effective upon receipt; by overnight courier service, which will be effective one business day following timely deposit with a courier service; or by regular, registered or certified mail, postage prepaid, which will be effective three days after deposit in the U.S. Mail.

Section 4.8. Compliance with Millwood Plantation Documents. Each Owner and all those entitled to occupy a Parcel shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Millwood Plantation Documents. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in any proper case, by one or more aggrieved Owner on their own behalf or as a class action. The Association shall be empowered to impose and assess fines and to temporarily suspend voting rights and the right of use of certain of the Common Area and services paid as a Common Expense in order to enforce such compliance; provided, however, that no such suspension shall deny any Owner or occupants access to the Parcel owned or occupied.

**ARTICLE V
POWERS AND DUTIES OF THE ASSOCIATION;
COMMON, LIMITED COMMON AND OTHER AREAS**

Section 5.1. The Association Management Duties. Subject to the rights and obligations of Declarant as set forth in this Declaration and to the rights and obligations of the other Owners, the Association will be responsible for the administration and operation of Millwood Plantation. The Board of Directors will exercise on behalf of the Association all powers, duties and authority vested in or obligated to be taken by the Association and not reserved to Declarant or the other Members by this Declaration, the other Millwood Plantation Documents, or other applicable law.

Section 5.2. Common Area.

5.2.1. Conveyance by Declarant. Declarant may convey to the Association, by written instrument recorded with the Clerk of Court, selected parcels of the Property more fully described on the attached Exhibit "C", including any Improvements located on and the rights and easements appurtenant to such property. From time to time before the expiration of the Period of Declarant Control, Declarant may also, but shall not be obligated to, convey to the Association, by written instrument recorded

with the Clerk of the Superior Court of Ware County, Georgia, other parts of the Property (including Parcels or portions of the Expansion Property) as Common Area, including any roads and streets within the Expansion Property or outside the boundaries of the Expansion Property but necessary or desirable for access to any of the Property or Expansion Property. Declarant may also designate on the Plats areas which shall constitute Common Area and by so designating shall also hereby expressly convey such areas to the Association for the uses and under the terms hereof.

5.2.2. Use of Common Area. The Common Area generally is designated by this Declaration for the common use, benefit and enjoyment of the Owners and their families, tenants, employees, guests and invitees, and such other persons as may be permitted to use the Common Area by agreement established under Sections 5.2.6 or 5.2.7.

5.2.3. No Dedication to the Public. Nothing in this Declaration or the other Millwood Plantation Documents will be construed as a dedication to public use, or a grant to any public municipal, quasi-municipal or county authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect.

5.2.4. The Association's Responsibility for Common Area. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Area and all Improvements on the Common Area, and shall keep it in good, clean, and attractive condition and repair consistent with the standards of Millwood Plantation.

5.2.5. Declarant's Right to Perform for the Account of the Association. In the event the Association does not repair or maintain the Common Area, Declarant shall have the right, but not the obligation, to perform such duties for the Association. In that event, Declarant shall be entitled to reimbursement from the Association of all costs incurred by Declarant, such reimbursement being due within thirty (30) days after the receipt by the Association of an invoice from Declarant, itemizing the costs incurred. After expiration of the thirty (30) day period allowed for payment, Declarant may collect interest on the amount due at the Default Rate.

5.2.6. Declarant's Agreements Regarding Common Area. Declarant hereby reserves the right to grant easements, rights-of-way, leases, licenses and concessions through or over the Common Area without approval by the Association, the Board, or the Owners, under such terms as may be acceptable to Declarant from time to time, subject, however to the rights of the Owners to use the Common Area as provided in this Declaration. Without limiting the generality of the foregoing, the Declarant may grant such rights to suppliers of utilities serving Millwood Plantation or property adjacent to Millwood Plantation, and to developers or owners of the property adjacent to Millwood Plantation for the purpose of accommodating minor encroachments onto the Common Area, accessing adjoining property, or other purposes that do not unreasonably interfere with the use and enjoyment of the Common Area by the Owners.

5.2.7. Association's Agreements Regarding Common Area. The Association, acting through the Board of Directors, may grant easements, rights-of-way, leases, licenses and concessions through or over the Common Area without the independent approval by the Owners, subject, however, to the rights of Declarant and the Owners to use the Common Area as provided in this Declaration. Without limiting the generality of the foregoing, the Association may grant such rights to suppliers of utilities serving Millwood Plantation or property adjacent to Millwood Plantation, and to developers or owners of the property adjacent to Millwood Plantation for the purpose of accommodating minor encroachments onto

the Common Area, accessing adjoining property, or other purposes that do not unreasonably interfere with the use and enjoyment of the Common Area by the Owners.

Section 5.3. Rules and Regulations. From time to time and subject to the provisions of the Millwood Plantation Documents, the Board of Directors may adopt, amend and repeal rules and regulations, to be known as the "Millwood Plantation Rules," governing among other things and without limitation: (i) the use of the Common Area; and (ii) the use of private roads, if any, within Millwood Plantation that are not designated as Common Area. A copy of the Millwood Plantation Rules in effect will be distributed to each Member of the Association, and any change in the Millwood Plantation Rules will be distributed to each Member within a reasonable time following the effective date of the change.

Section 5.4. Ownership of Personal Property and Real Property for Common Use. The Association, through its Board of Directors, may acquire, hold and dispose of personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests within Millwood Plantation and conveyed to the Association by Declarant.

Section 5.5. Roads.

5.5.1. General Maintenance Obligations. The Association shall be responsible for the maintenance of all roads within Millwood Plantation. Such maintenance will include periodic maintenance of the surface and regular trash removal from all roads (but specifically excluding private driveways located within Parcels) on the Property and shall include the maintenance of the road shoulders, including mowing, planting and seeding. The Board will cooperate with the applicable traffic and fire control officials to post the roads and streets with traffic control, fire lane, and parking regulation signs.

5.5.2. Declarant Reservation. Declarant reserves the exclusive right to determine and designate the extent and location of "Fox Den Court," "Raven Court," "Thornbird Road," "Grey Hawk Road," "Chickadee Road," "Purple Martin Lane," "Barn Owl Lane," "Redbird Drive," "Eagle Lane," "Yellow Perch Court," "North Farms Edge Road," "Winged Teal Road," or any other road within the Property or the Expansion Property. Declarant hereby reserves under and across all such roads an easement unto itself, its successors and assigns, for ingress and egress to any other property which it owns or may hereafter own, or have the right to develop with the consent of the owner thereof, which may be accessed by such roads. Additionally, the Declarant reserves the right to grant easements, rights-of-way, leases, licenses and concessions through or over the roads without approval by the Association, the Board, or the Owners, under such terms as may be acceptable to Declarant from time to time, subject, however to the rights of the Owners to use the roads as provided in this Declaration.

Section 5.6. Gates. The Association shall be responsible for the operation and maintenance of any gates to be located at the entrances of Millwood Plantation.

Section 5.7. Books and Records. The Association shall make available for inspection by Owners and Mortgagees, upon request, during normal business hours or under other reasonable circumstances, current copies of Millwood Plantation Documents, and the books, records, and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

Section 5.8. Reserve Account. The Association may establish and maintain a reserve fund from Annual Assessments levied pursuant to Section 8.3 below for maintenance, repair or replacement of the Common Area and Improvements located within the Common Area that must be replaced on a periodic basis and for any other facilities made available to the Association that must be replaced on a periodic basis

with contribution from the Association.

Section 5.9. Successor to Declarant. The Association shall succeed to all of the rights, duties and responsibilities of Declarant under this Declaration upon termination of the Period of Declarant Control. Notwithstanding the preceding sentence, the Association will not succeed to any rights of Declarant regarding any portion of the Expansion Property which has not then been incorporated into the Property, or to any rights of Declarant regarding any portion of the Property which has then been withdrawn from the Property.

Section 5.10. Implied Rights and Obligations. The Association shall perform all of the duties and obligations imposed on it expressly by the Millwood Plantation Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Millwood Plantation Documents or reasonably necessary to satisfy any such duty or obligation. The Association may exercise any other right or privilege (i) given to it expressly by the Millwood Plantation Documents, (ii) reasonably to be implied from the existence of another right or privilege given expressly by the Millwood Plantation Documents, or (iii) reasonably necessary to effectuate any such right or privilege.

ARTICLE VI PROPERTY USE RESTRICTIONS

Section 6.1. General Restriction. The Property may be used only for the purposes set forth in this Declaration, as permitted by the applicable zoning and other ordinances of Ware County and the laws of the State of Georgia and the United States, and as set forth in the Millwood Plantation Documents or other specific recorded covenants affecting all or any part of the Property.

Section 6.2. Residential Use of Parcels. Each Parcel may be used only for residential or agricultural purposes. No business or commercial building may be erected on any Parcel, and no business or commercial enterprise or other non-residential use may be conducted on any part of a Parcel. No mining, quarrying, drilling, or other means of extracting minerals of any kind whatsoever shall be permitted on any Parcel.

Section 6.3. Temporary Structures/Mobile Homes. No temporary structures shall be located on the Property except as may be determined to be necessary during construction by the Board, or except as necessary for the exercise by Declarant of the Special Declarant Rights. No mobile homes, manufactured housing, doublewides, or modular units, shall be constructed on or placed on any Parcel. This provision, however, shall not preclude the construction of homes consisting of packaged components that are delivered and assembled on site such as log cabins or beam homes, and shall not preclude the Declarant from temporary uses of Parcels or other portions of the Property for model homes, parking Parcels, construction trailer, construction storage areas and/or sales offices, during the Period of Declarant Control.

Section 6.4. Dwelling Quality and Size. All principal residential dwellings shall be made and constructed out of quality workmanship and materials. The exterior of each principal residential dwelling must be completed within one (1) year of the commencing of construction. For single story dwellings, the main structure shall be not less than sixteen hundred (1600) square feet of heated and air-conditioned space. For two story dwellings, the first floor shall have a minimum of twelve hundred (1200) square feet of heated and air-conditioned space.

Section 6.5. Water and Sanitation. Individual wells and septic systems are required for service to the Parcels and must be constructed and operated in strict compliance with local building, zoning, and

health regulations.

Section 6.6. Animals and Pets. Domesticated Animals and pets are authorized on the Property, to specifically include horses and ponies. Notwithstanding this provision, no part of the Property may be used as a pig farm, poultry farm, or similar farm operation which creates noxious or offensive odors or other nuisance-like disturbances to other Owners.

Section 6.7. Signs. No signs of any kind shall be displayed to the public view on any parcel, except one (1) sign of not more than five hundred (500) square inches identifying the owners of the parcel. Signs of not more than five (5) square feet may be used by a builder to advertise and identify the builder during the construction phase of a dwelling for a period of not more than one (1) year from the commencement of construction. All signs must be properly set on a post and not placed on trees or structures. Notwithstanding the foregoing, Declarant specifically reserves the right to itself, its successors, nominees and assigns to place and maintain signs in connection with identification or information anywhere on the property, including, but not limited to "For Sale" signs, display signs, directional signs, and identification signs of common areas. The size of signs placed by the Declarant or its successors, nominees or assigns may be larger than stated herein.

Section 6.8. Motorized Vehicles. Trail bikes, all terrain vehicles, four wheelers, gasoline powered golf carts, recreational vehicles, motor homes, motor coaches, campers, trailers, boats, boat trailers or similar vehicles may be parked or kept on a Parcel provided they remain hidden from the view at all times from other Parcels or Common Areas. This restriction, however, shall not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to the Property or for Declarant or the other Owners.

Section 6.9. Maintenance. All Parcels shall be kept in a clean and attractive manner, and in accordance with the community-wide standard of Millwood Plantation. Maintenance shall include mowing of lawns and removing any dead or damaged trees or underbrush on a regular basis, if such lawns, fields, trees, or underbrush are visible from any other Parcel or Common Area. Open fields shall be mowed and/or bush-hogged at least twice a year. If any Parcel is not so maintained by its Owner, the Association may carry out such maintenance at the expense of the Owner, under the terms and conditions set forth in Section 7.1.

Section 6.10. Trash. No trash, ashes, garbage construction materials or other refuse may be thrown, dumped, or allowed to remain on any land or area within the Property, and there may be no burning or other disposal of refuse on the Property. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles will be screened from the public view and from the wind and protected from animal and other disturbance. If trash, ashes, garbage, construction materials, or other refuse is allowed to remain on a Parcel, the Association may provide written notice to the Parcel Owner requiring its removal within seventy-two (72) hours. If such trash, ashes, garbage, construction materials, or the refuse is not removed within said period, the Association may remove it without liability, and the expense of removal will be a Default Assessment charged against the Owner as provided in Section 8.6.

Section 6.11. Nuisance. No obnoxious or offensive activity may be carried on within the Property, nor may anything be done or permitted which will constitute a public nuisance. No noise or other nuisance may be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants.

Section 6.12. Subdivision or Combination of Parcels. Declarant makes no representations or

warranties as to further subdivision of any Parcel within the Property. However, in the event that a Parcel is subdivided by an Owner, it shall not be subdivided into Parcels(s) being less than the greater of: (1) 5 acres or having the effect of leaving the original Parcel subdivided being less than 5 acres; or (2) the minimum allowed by any local ordinances or laws governing subdivisions. Any subdivision must comply with the requirements of Ware County, Georgia, and any specific subdivision or zoning approvals thereunder. If any subdivision occurs, all provisions of this Declaration shall apply to each such subdivided Parcel. No Parcels may be combined without the approval of the Board. If a Parcel is subdivided or two or more Parcels are combined under this provision, the votes in the Association may be re-allocated among the Parcels as reasonably determined by the Board. If a non-Exempt Parcel is subdivided, the newly created Parcels shall each be liable for the Assessments contemplated herein and shall be treated as separate Parcels for such purpose. If multiple non-Exempt Parcels are combined into one, said created Parcel shall be treated for purposes of allocating and collecting Assessments as the original non-Exempt Parcels were and shall remain liable for the multiple assessments.

Section 6.13. Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property. Without limiting the generality of the foregoing, each Owner shall abide by any wildlife regulations imposed by the Association or any agency or authority having jurisdiction over the Property. Further, no Owner may dispose or allow any person under the Owner's control or direction to release, discharge or emit from the Property or dispose of any material on the Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation.

Section 6.14. Enforcement. The Association may take such action as it deems advisable to enforce this Declaration. In addition, the Association shall have a right of entry on any part of the Property for the purposes of enforcing this Article, and any costs incurred by the Association in connection with such enforcement which remain unpaid thirty (30) days after the Association has given notice of the cost to the Owner may be subject to interest at the Default Rate from the date of the advance by the Association through the date of payment in full by the Owner, and may be treated as a Default Assessment enforceable as provided in Article VIII.

ARTICLE VII ASSOCIATION'S AND OWNERS' OBLIGATIONS FOR MAINTENANCE

Section 7.1. Responsibility for Parcels. Except as otherwise provided in the Millwood Plantation Documents or by written agreement with the Association, as to the Parcels, all maintenance of a Parcel and the Improvements located on it shall be the sole responsibility of the Owner of the Parcel. Each Owner shall maintain his Parcel in a clean and attractive manner, and in accordance with the community-wide standard of Millwood Plantation. The Association may, in the discretion of the Board, assume the maintenance responsibilities of such Owner if, in the opinion of the Board, the level and quality of maintenance being provided by such Owner does not satisfy such standard and the Association is hereby granted a general easement over, across, upon, in and under all exterior portions of such Parcel or the Improvements located thereon for such maintenance and repair purposes. Before assuming the maintenance responsibilities, the Board shall notify the Owner in writing of its intention to do so, and if the Owner has not commenced and diligently pursued remedial action within thirty (30) days after the mailing of such

written notice, the Association may proceed. The expenses of the maintenance by the Board shall be reimbursed to the Association by the Owner within thirty (30) days after the Association notifies the Owner of the amount due, and any sum not reimbursed within that thirty (30) day period will bear interest at the Default Rate from the date of the expenditure until payment in full. Such charges will be a Default Assessment enforceable as provided in Article VIII.

Section 7.2 Responsibility for Common Areas. Except as otherwise provided in the Millwood Plantation Documents, all maintenance of the Common Areas and the Improvements located thereon shall be the responsibility of the Association. The Association shall maintain the Common Areas in a clean and attractive manner, and in accordance with the community-wide standard of Millwood Plantation.

Section 7.3. Owner's Negligence. If the need for maintenance, repair or replacement of any portion of the Common Area (including Improvements located thereon) arises because of the negligent or willful act or omission of an Owner or his family member, guest, invitee or tenant, then the expenses incurred by the Association for the maintenance, repair or replacement may be assessed as a personal obligation of that Owner. If the Owner fails to repay the expenses incurred by the Association within thirty (30) days after the notice to the Owner of the amount owed, then those expenses will bear interest at the Default Rate from the date of the advance by the Association until payment by the responsible Owner in full, and all such expenses and interest will become a Default Assessment enforceable in accordance with Article VIII.

ARTICLE VIII ASSESSMENTS

Section 8.1. Creation of Lien and Personal Obligation for Assessments. Declarant, for each Parcel owned within the Property not excluded hereinbelow, hereby covenants, and each Owner of any Parcel not excluded hereinbelow (collectively the "non-Exempt Parcels"), by accepting a deed for a Parcel, is deemed to covenant to pay to the Association (1) the Annual Assessment imposed by the Board of Directors as necessary to fund the Maintenance Fund and to generally carry out the functions of the Association; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (3) Default Assessments which may be assessed against a Parcel pursuant to the Association for the Owner's failure to perform an obligation under the Millwood Plantation Documents or because the Association has incurred an expense on behalf of the Owner under the Millwood Plantation Documents.

All Assessments, together with fines, interest, costs, reasonable attorneys' fees and other necessary and related charges, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such Assessment is made until paid, except as may be otherwise set forth herein.

Each such Assessment, together with fines, interest, costs, reasonable attorneys' fees and other charges described herein, shall also be the personal and individual obligation of the Owner of such Parcel as of the time the Assessment falls due, and two or more Owners of a Parcel shall be jointly and severally liable for such obligations. No Owner may exempt himself from liability for any Assessments by abandonment of his Parcel or by waiver of the use or enjoyment of the Common Area. A suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

The following Parcels are exempt from the Annual Assessment and Special Assessments: Parcels

14, 15, 71, 72, 73, 74, 75, 82, 83, 84, 85, 87, 88, 89, 90, 91, 107, 111, 112, 113, 114, 115, and 116.

Section 8.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of Millwood Plantation.

Section 8.3. Annual Assessments.

8.3.1. Calculation of Annual Assessments. The Board of Directors shall prepare a budget before the close of each fiscal year of the Association and submit the budget to the Association. Annual Assessments for Common Expenses may be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation, the cost of routine maintenance, repair and operation of the Common Area; maintenance required under Article VII; expenses of management; ad valorem taxes or other charges against the Common Area; premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping, care of grounds and common lighting within the Common Area; routine renovations within the Common Area; wages; common water and utility charges for the Common Area; legal and accounting fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any deficit remaining from a previous Assessment period; and the supplementing of the reserve fund for general, routine maintenance, repairs and replacement of improvements within the Common Area on a periodic basis, as needed, as contemplated under Article V.

8.3.2. Apportionment of Annual Assessments. Each Owner shall be responsible for that Owner's share of the Common Expenses, with the total liability of the Owners being divided equally among the non-Exempt Parcels, except as otherwise may be set forth herein. Declarant shall be responsible for the payment of the share of the Common Expenses for each non-Exempt Parcel it owns. Accordingly, at any given time, an Owner's share of Common Expenses will be determined as a fraction, the numerator of which is the number of non-Exempt Parcels owned by the Owner, and the denominator of which is the number of non-Exempt Parcels then platted and incorporated within Millwood Plantation.

8.3.3. Collection. Annual Assessments may be collected in periodic installments as the Board may determine from time to time, but until the Board directs otherwise, they shall be payable annually in advance on the first day of July of each year. The omission or failure of the Association to fix the Annual Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make pro rata refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

8.3.4. Date of Commencement of Annual Assessments. The Annual Assessments shall commence as to all non-Exempt Parcels on the first day of the next month following the date this Declaration is first recorded in the Office of the Clerk of the Superior Court of Ware County, Georgia. The Annual Assessments shall commence for non-Exempt Parcels contained in each phase of Expansion Property incorporated in the Property on the first day of the month following the recording of the Declaration of Annexation incorporating them into the Property, and shall be prorated according to the number of months remaining in the calendar year.

Section 8.4. Special Assessments.

8.4.1. Determination by Board. The Board of Directors may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Area, including necessary fixtures and personal property related thereto, or,

after adopting and submitting a revised budget to the Association, to make up any shortfall in the current year's budget.

8.4.2. Apportionment and Collection of Special Assessments. The Board shall apportion Special Assessments among the non-Exempt Parcels according to the same guidelines as set forth for Annual Assessments in Section 8.3.2.

8.4.3. Notice. Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least thirty (30) days prior to the due date. Payments for Special Assessments shall be made in full on or before the due date.

Section 8.5. Default Assessments. All monetary fines, penalties, interest or other charges or fees (excluding Annual and Special Assessments) levied against an Owner pursuant to the Millwood Plantation Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Millwood Plantation Documents, and any expense (including without limitation attorneys' fees) incurred by the Association as a result of the failure of an Owner to abide by the Millwood Plantation Documents, constitutes a Default Assessment, enforceable as provided in this Declaration below.

Section 8.6. General Remedies of Association for Nonpayment of Assessment. Any installment of an Annual Assessment or a Special Assessment which is not paid within thirty (30) days after its due date shall be delinquent. In the event that an installment of an Annual or Special Assessment becomes delinquent, or in the event any Default Assessment is established under this Declaration, the Association, in its sole discretion, may take any or all of the following actions:

8.6.1. Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time and not in excess of the greater of \$10.00 or 10 percent of the amount of each Assessment or installment thereof not paid when due;

8.6.2. Charge interest from the date of delinquency at the Default Rate which shall not be in excess of 10 percent per annum interest on each Assessment or installment thereof and any delinquency or late charge pertaining thereto from the date the same was first due and payable;

8.6.3. Suspend the voting rights of the Owner during any period of delinquency;

8.6.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year will be due and payable at once;

8.6.5. Bring an action at law against any Owner personally obligated to pay the delinquent Assessment charges;

8.6.6. File a statement of lien with respect to the Parcel and foreclose as set forth in more detail below; and,

8.6.7. Assess a charge equal to the fair rental value of the Parcel from the time of the institution of an action until the sale of the Parcel at foreclosure or until judgment rendered in the action is otherwise satisfied.

The remedies provided under this Declaration are not exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 8.7. Assessment Lien. Any Assessment chargeable to a Parcel shall constitute a lien on the Parcel, effective the due date of the Assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien statement with respect to the Parcel, setting forth the name of the Owner, the legal description of the Parcel, the name of the Association, and the delinquent Assessments amounts then owing together with authorized late charges and interest accrued thereon. Any such statement

shall be duly signed and acknowledged by the President or a Vice-President of the Association or by the Manager, and will be served upon the Owner of the Parcel by certified mail, return receipt requested, to the address of the Parcel and at such other address as the Association may have in its records for the Owner. At least ten (10) days after the Association mails the statement to the Owner, if the total amount due remains unpaid, the Association may record the statement in the Office of the Clerk of the Superior Court of Ware County, Georgia. Thirty (30) days following the mailing of such statement or notice to the Owner, the Association may proceed by an action, judgment, and foreclosure of the statement of lien in the same manner as other liens for the improvement of real property under the statutes of the State of Georgia. The Association may bid on a Parcel at foreclosure sale and may acquire, hold, lease, mortgage and convey the Parcel. The lien for Assessments shall lapse and be of no further effect, as to Assessments or installments thereof, together with late charges and interest applicable thereto, which first became due and payable more than three years prior to the date upon which the notice is given or more than three years prior to the institution of an action therefor if an action is not instituted within ninety (90) days after the giving of the notice. The lien rights provided herein shall not apply to any portion of the Property owned by the Declarant.

Section 8.8. Successor's Liability for Assessment. All successors to the fee simple title of a Parcel, except as provided in Section 8.10, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorney fees against such Parcel without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor. This liability of a successor will not be personal and will terminate upon termination of such successor's fee simple interest in the Parcel. In addition, such successor shall be entitled to rely on the statement of status of Assessments by or on behalf of the Association under Section 8.12 and shall not be liable for nor shall the Parcel conveyed be subject to a lien for any unpaid Assessments against such prior Owner in excess of any amount set forth in the statement.

Section 8.9. Waiver of Homestead Exemption; Subordination of the Lien. The lien of the Assessments shall be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Georgia, and to all other liens and encumbrances except the following:

8.9.1. Liens and encumbrances recorded before the date of the recording of this Declaration;

8.9.2. Liens for real estate taxes and other governmental assessments or charges duly imposed against the Parcel by a Georgia governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

8.9.3. The lien for all sums unpaid on a First Mortgage recorded before the date on which the Assessment sought to be enforced became delinquent, including any and all advances made by the First Mortgagee, even though some or all of such advances may have been made subsequent to the date of attachment of the Association's lien.

With respect to Section 8.9.3, any First Mortgagee or holder of a secondary purchase money mortgage of record who acquires title to a Parcel by virtue of foreclosing such mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of such mortgage, may take the Parcel free of any claims for unpaid Assessments, interest, late charges, costs, expenses, and attorney fees against the Parcel which accrue prior to the time such mortgage holder or purchaser acquires title to the Parcel; provided, however, that such unpaid Assessments and related costs and expenses shall be deemed to be a Common Expense collectable from all Owners, including such Mortgagee or other Person

and his or her successors, successors-in-title, and assigns.

All other persons who hold a lien or encumbrance of any type not described in Sections 8.9.1 through 8.9.3 shall be deemed to consent that the lien or encumbrance shall be subordinate to the Association's future liens for Assessments, interest, late charges, costs, expenses and attorney fees, as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Section 8.10. Reallocation of Assessments Secured by Extinguished Liens. The sale or transfer of any Parcel to enforce any of the liens to which the lien for Assessments is subordinate shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer. The amount of such extinguished lien may be reallocated and assessed to all Parcels as a Common Expense at the direction of the Board of Directors. However, no such sale or transfer will relieve the purchaser or transferee of a Parcel from liability for, or the Parcel from the lien of, any Assessments made after the sale or transfer.

Section 8.11. Statement of Status of Assessments. Upon request, the Association will furnish to an Owner or his designee, to any Mortgagee, to a person having executed a contract for the purchase of a Parcel, or to any lender considering the loan of funds to be secured by a Parcel, a statement setting forth the amount of unpaid Assessments then levied against the Parcel in which the Owner, designee or Mortgagee has an interest. The Association will deliver the statement personally or by certified mail, first class postage prepaid, return receipt requested, to the address directed by the inquiring party within 14 business days after the registered office of the Association receives the request by personal delivery or by certified mail, first class postage prepaid, return receipt requested or as otherwise required by the Act. The information contained in such statement, when signed by the Treasurer of the Association or the Manager, will be conclusive upon the Association, the Board, and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 8.12. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in connection may be assessed retroactively by the Association in accordance with any budget procedures as may be required by the Bylaws.

ARTICLE IX PROPERTY RIGHTS OF OWNERS

Section 9.1. Owner's Easements of Access and Enjoyment. Every Owner has a perpetual, nonexclusive easement for access to and from his Parcel and for the use and enjoyment of the Common Area, which easement is appurtenant to and will pass with the title to every Parcel, subject to the provisions set forth in this Article. This easement for use and enjoyment of the Common Area shall include equestrian riding activities over, across, and upon the Common Area, including the roads thereon.

Section 9.2. Delegation of Use. Any Owner may delegate the rights of access and enjoyment described in Section 9.1 above to his tenants, employees, family, guests or invitees, subject, however, to the terms and conditions of the Millwood Plantation Documents, including the Millwood Plantation Rules,

which may place restrictions on the use of the Common Areas.

Section 9.3. Easements of Record and of Use. The Property will be subject to all easements shown on the Plats and to any other easements of record or of use as of the date of recordation of this Declaration, or any easement over the Common Areas later granted by the Declarant under its reservation of such right set forth in this Declaration.

Section 9.4. Emergency and Garbage Access Easement. The Property is subject to and a general easement is hereby granted to all police, fire protection, ambulance, and all other similar emergency agencies or persons, and for garbage collection agencies or persons, to enter upon all roads and upon the Property in the proper performance of their duties. However, no assurances are made by the Declarant as to the prompt, timely arrival of public safety vehicles or the prompt, timely delivery of public safety services.

ARTICLE X SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 10.1. General Provisions. Until the expiration of the Period of Declarant Control, Declarant will have the following Special Declarant Rights:

10.1.1. Completion of Improvements. The right to complete any Improvements as indicated or permitted on any Plat filed with respect to the Property, including the Expansion Property. Declarant shall specifically have the right to vary from time to time the nature or type of Improvements constructed in Millwood Plantation and the construction of a certain type of Improvement in one such area shall not obligate the Declarant to construct the same nature or type of Improvements in other areas.

10.1.2. Development Rights. The right to exercise all "development rights," as defined from time to time under Georgia law (and so referred to here as "Development Rights"), including without limitation the right or combination of rights hereby reserved by Declarant, as follows:

(a) The right to annex all or part of the Expansion Property to the Property, in accordance with Article XII.

(b) The right to create Parcels and Common Area on the Property, including the Expansion Property.

(c) The right to subdivide Parcels and convert Parcels into Common Area on any part of the Property, including the Expansion Property. If any new Parcels are created by the subdivision, or if any Parcels are converted into Common Area, the votes in the Association and the liability for Common Expenses related to said Parcels shall be re-allocated as reasonably determined by the Board.

(d) The right to withdraw property, whether contained within the Property initially subject to this Declaration or within the Expansion Property, from the Property, as provided in Article XII.

10.1.3. Sales Activities. The right to maintain one sales office, one management office, signs advertising the Property and model residences the Property, including on the Common Area and on Parcels owned by Declarant, whether contained within the Property initially subject to this Declaration, or within the Expansion Property.

10.1.4. Easements. The right to use easements through the Common Area on the Property, including the Expansion Property, for the purpose of making Improvements on the Property and the Expansion Property.

10.1.5. Association Directors and Officers. The right to appoint any officer or director of the Association, as provided in this Declaration or the Bylaws.

10.1.6. Order of Exercise of Declarant's Rights. Declarant makes no representations and gives no assurances regarding the legal description or the boundaries of any phase of the Expansion Property or the order in which the phases of the Expansion Property may be developed. Further, the fact that Declarant may exercise one or more of Declarant's Development Rights or other Special Declarant Rights on the one portion of the Property (including the Expansion Property) will not operate to require Declarant to exercise a Development Right or other Special Declarant Right with respect to on any other portion of the Property (including the Expansion Property).

Section 10.2. Utility Easements. The Property is subject to and the Declarant hereby creates a general easement upon, across, over, in, and under the Common Areas for ingress and egress and for installation, replacement, repair, and maintenance of any utilities, including but not limited to water, sewer, gas, telephone, electrical, television and a master communications system, if such systems are installed on the Common Areas now or in the future. By virtue of this easement, it will be expressly permissible and proper for the companies providing water, sewer, electrical, television, telephone and other services to install and maintain necessary equipment on the Common Areas and to affix and maintain water, sewer, electrical, television, communications, and telephone wires, circuits, pipes, and conduits under the Common Areas. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided for without disturbing the uses of the Owners, the Association and Declarant; shall prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, either Declarant or the Association shall have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Common Area without conflicting with the terms of this Declaration. This general easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 10.3. Maintenance Easement. An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, and any member of the Board of Directors or Manager, and their respective officers, agents, employees and assigns, upon, across, over, in and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Millwood Plantation Documents, including the right to enter upon any Parcel for the purpose of performing maintenance to the Parcel or the Improvements located thereon, as authorized by the Millwood Plantation Documents. This maintenance easement shall specifically include a perpetual, non-exclusive easement for the construction and maintenance of entry features, signage and related improvements and landscaping and irrigation over, across and through portions of the Property more particularly described in Exhibit "C" attached hereto and incorporated herein ("Entrance Feature/Landscape Areas").

Section 10.4. Drainage Easement. An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in, and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Reasonable efforts shall be made to use this easement so as not to disturb the uses of the Owners, the Association and Declarant, as applicable, to the extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a sightly and usable

condition as soon as reasonably possible following such work. Declarant, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Board of Directors prior to undertaking such drainage work, which approval will not be unreasonably withheld.

Section 10.5. Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary of incident to the construction of the Improvements on the Property or other real property owned by Declarant; provided, however, that no such rights will be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Parcel by that Owner or his family, tenants, employees, guests, or invitees.

Section 10.6. Easements Deemed Created. All conveyances of Parcels hereafter made, whether by Declarant or otherwise, will be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

Section 10.7. Plat Revisions. The Declarant reserves the right to record revised, amended, or additional Plats that only affect internal boundaries between Parcels, combine Parcels, or subdivide Parcels shown on a Plat, including the original Plat and, so long as they do not alter the overall property submitted to the Declaration, and such revised, amended or additional Plats shall not necessitate an amendment to this Declaration

ARTICLE XI INSURANCE AND HAZARD LOSSES

The Board of Directors, or its duly authorized agent, shall have the authority, at its sole and exclusive discretion, to obtain insurance for all insurable improvements on the Common Area as it shall determine from time to time to be desirable, including, but not limited to, liability insurance, directors and officers liability insurance, and flood insurance, with all such premiums and associated costs being included as part of the Annual Assessment.

ARTICLE XII EXPANSION AND WITHDRAWAL

Section 12.1. Reservation of Right to Expand. Declarant reserves the right, but shall not be obligated, to expand the effect of this Declaration to include all or part of the Expansion Property. The consent of the existing Parcel Owners and Mortgagees shall not be required for any such expansion, and Declarant may proceed with such expansion without limitation at its sole option. Declarant shall have the unilateral right to transfer to any other person this right to expand by an instrument duly recorded. Declarant shall pay all taxes and other governmental assessments relating to the Expansion Property as long as Declarant is the owner of such property.

Section 12.2. Declaration of Annexation. Any expansion of Millwood Plantation may be accomplished by recording a Declaration of Annexation and one or more supplemental Plats in the records of the Office of Clerk of the Superior Court of Ware County, Georgia, before the expiration of the Period of Declarant Control. The Declaration of Annexation shall describe the real property to be expanded,

submitting it to this Declaration and provide for voting rights and Assessments allocations as provided in this Declaration. Specifically, each such Parcel shall be allocated one vote, and for those Parcels not adjacent to a public right-of-way, the liability for the Common Expenses shall be equal to the liability allocated to each of the other non-Exempt Parcels, and the proportionate voting interest and allocation of Common Expenses for the other non-Exempt Parcels will be adjusted accordingly. Such Declaration of Annexation shall not require the consent of Owners. Any such expansion will be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.

Upon the recordation of any such Declaration of Annexation, the definitions used in this Declaration shall be deemed expanded automatically to encompass and refer to Millwood Plantation as expanded. Such Declaration of Annexation may add supplemental covenants peculiar to the Expansion Property in question, or delete or modify provisions of this Declaration as it applies to the Expansion Property added. However, this Declaration may not be modified with respect to that portion of the Property already subject to this Declaration, except as provided below for the withdrawal of property, or amendment to this Declaration.

Section 12.3. Withdrawal of Property. Declarant reserves the right to withdraw from the jurisdiction of this Declaration any parcel or part of the Property (including the Expansion Property), by recording a Declaration of Withdrawal. Such Declaration of Withdrawal shall not require the consent of Owners except for those Owners who may own any Parcel that is part of the Property being withdrawn. Any such withdrawal shall be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein.

Upon the recordation of any such Declaration of Withdrawal, the definitions used in this Declaration shall be deemed modified automatically to exclude the property withdrawn and to refer to Millwood Plantation as modified. Such Declaration of Withdrawal may delete or modify provisions of this Declaration as it applies to the property withdrawn.

ARTICLE XIII MORTGAGEE PROTECTIONS

Section 13.1. First Mortgagees' Rights.

13.1.1. Payment of Taxes and Insurance. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Area or Improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Area. First Mortgagees making such payments will be owed immediate reimbursement from the Association.

13.1.2. Cure of Delinquent Assessments. A First Mortgagee shall be entitled to cure any delinquency of the Owner of the Parcel encumbered by the First Mortgagee in the payment of Assessments. In that event, the eligible Mortgage Holder shall be entitled to obtain a release from the lien imposed or perfected by reasons of such delinquency.

Section 13.2. Title Taken by First Mortgagee. Any First Mortgagee who obtains title to a Parcel pursuant to the remedies provided in the First Mortgage, including foreclosure of the First Mortgage, shall be liable for all Assessments due and payable as of the date title of the Parcel vests in the First Mortgagee under the statutes of Georgia governing foreclosures. Such First Mortgagee shall not be liable for any

unpaid dues and charges attributable to the Parcel which occurred prior to the date such title vests in the First Mortgagee; provided, however, that the unpaid share of an Assessment or Assessments shall be deemed to be a Common Expense collectable from all of the Owners, including such First Mortgagee.

ARTICLE XIV ENFORCEMENT OF DECLARATION

Section 14.1. Compliance. Each Owner or other occupant of any part of the Property will comply with the provisions of the Millwood Plantation Documents as the same may be amended from time to time.

Section 14.2. Failure to Comply. Failure to comply with the Millwood Plantation Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Bylaws will be given to the delinquent party prior to commencing any legal proceedings.

Section 14.3. Violations Deemed a Nuisance. Without limiting the remedies available to any party under this Declaration, every violation of this Declaration or any of the other the Millwood Plantation Documents shall be deemed to be a nuisance and shall be subject to all the remedies provided for the abatement of the violation.

Section 14.4. Who May Enforce. Any action to enforce the Millwood Plantation Documents may be brought by Declarant, the Board, or the Manager in the name of the Association on behalf of the Owners. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Millwood Plantation Documents, then the aggrieved Owner may bring such an action.

Section 14.5. Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 14.6. No Waiver. The failure of the Board of Directors, Declarant, the Manager, or any aggrieved Owner to enforce the Millwood Plantation Documents shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Millwood Plantation Documents at any future time.

Section 14.7. No Liability. No member of the Board of Directors, the Declarant, the Manager or any Owner shall be liable to any other Owner for the failure to enforce any of the Millwood Plantation Documents at any time.

Section 14.8. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Millwood Plantation Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Millwood Plantation Documents or the restraint of violations of the Millwood Plantation Documents, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorney fees as may be incurred, or if suit is brought, as may be determined by the court.

ARTICLE XV RESOLUTION OF DISPUTES

If any dispute or question arises between Members or between Members and the Association or relating to the interpretation, performance or nonperformance, violation, or enforcement of the Millwood Plantation Documents, such dispute or violation may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws.

**ARTICLE XVI
DURATION OF THESE COVENANTS AND AMENDMENT**

Section 16.1. Term. This Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the 20th anniversary of the date of this Declaration is first recorded in the Office of the Clerk of the Superior Court of Ware County, Georgia. Thereafter this Declaration will be automatically extended for additional twenty year periods, in perpetuity, unless otherwise terminated or modified as follows: to terminate this Declaration, at least sixty-seven percent (67%) of the Owners shall execute a document terminating this Declaration and containing a legal description of the entire area affected by this Declaration, a list of the names of all record Owners of Parcels in Millwood Plantation, and a description of this Declaration, which may be incorporated by reference. By signing such document, each Owner shall verify that he is a record Owner of a Parcel in Millwood Plantation, specifying such Parcel or Parcels owned. Such document shall be recorded in the Office of the Clerk of the Superior Court of Ware County, Georgia, no sooner than but within two (2) years prior to the expiration of the initial twenty (20) year period or any subsequent twenty (20) year period.

Section 16.2. Amendment. This Declaration, or any provision of it, may be modified or amended as to the whole or any portion of the Property, upon the written consent of Owners holding sixty-seven (67%) or more of the votes in the Association. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors, and assigns. A certificate of a Georgia licensed attorney showing record ownership of the Property and a certificate of the Secretary of the Association documenting votes held and voting rights exercised on the basis of such ownership records will be evidence of such ownership and voting representation for the purposes of any such amendment.

Section 16.3. Declarant's Approval. Notwithstanding the provisions of Sections 16.1 and 16.2, no termination, extension, modification or amendment of this Declaration will be effective in any event during the Period of Declarant Control unless the written approval of Declarant is first obtained.

Section 16.4. Notice of Amendment. No amendment or revocation of this Declaration will be effective unless a written notice of the proposed amendment is sent to every Owner reasonably in advance of any action taken or purported to be taken and such Owner has been given the opportunity to vote or give its consent thereto. Notice shall be delivered in accordance with Section 4.7.

Section 16.5. Unilateral Right to Amend. The Declarant, or, after the Period of Declarant Control, the Association, may unilaterally amend this Declaration if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Parcels; (c) 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 Parcels; or (d) to satisfy the requirements of any local, state, or federal governmental agency. However, any amendment under this paragraph shall not adversely affect the title to any Parcel unless the Owner of such Parcel shall consent in writing.

Section 16.6. Effective on Recording. Any modification, amendment or revocation will be immediately effective upon recording, in the Office of the Clerk of the Superior Court of Ware County, Georgia, a copy of such amendment, modification, or revocation executed and acknowledged by the necessary number of Owners, if any (and by Declarant, as required), accompanied by a certificate of a Georgia licensed attorney as to ownership, or alternatively, upon the recording in the Office of the Clerk of the Superior Court of Ware County, Georgia, of a copy of the amendment, modification or revocation together with a duly authenticated certificate of the Secretary of the Association stating that the required number of consents of Owners were obtained, if any, as evidenced by a certificate of a Georgia licensed attorney or other authoritative evidence of compliance with the requirements of this Declaration regarding such matters, which will be placed on file in the office of the Association.

ARTICLE XVII MISCELLANEOUS PROVISIONS

Section 17.1. Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 17.2. Construction. In interpreting words in this Declaration, unless the context will otherwise provide or require, the singular shall include the plural, the plural will include the singular, and the use of any gender will include both genders.

Section 17.3. Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 17.4. Waiver. No failure on the part of the Association or the Board to give notice of default or to exercise or to delay in exercising any right or remedy will operate as a waiver, except as specifically provided above in the event the Board fails to respond to certain requests. No waiver shall be effective unless it is in writing and signed by the President or Vice President of the Board on behalf of the Association.

Section 17.5. Limitation of Liability. Neither Declarant, the Association, nor any officer or member of the Board shall be liable to any party for any action or for any failure to act with respect to any matter arising by, through or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify the Declarant, and all of the officers and Board members with respect to any act taken in their official capacity to the extent provided in this Declaration and by law and in the Articles of Incorporation and Bylaws.

Section 17.6. Conflicts Between Documents. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 17.7. Assignment. Declarant may assign all or any part of the Special Declarant Rights or any of Declarant's other rights and reservations hereunder to any successor who takes title to all or part of the Property. Such successor will be identified, the particular rights being assigned shall be specified, and,

to the extent required, concomitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the records of the Office of the Clerk of the Superior Court of Ware County, Georgia.

SIGNATURE OF DECLARANT FOLLOWS

IN WITNESS WHEREOF, the Declarant, by and through its authorized representative, does hereby execute this Declaration, as of the day and year first above written.

MILLWOOD PLANTATION, LLC,
a Delaware limited liability company

By: NTP TIMBER PROPERTIES, LLC,
a Delaware limited liability company, Sole Member

By: NATIONAL TIMBER PARTNERS, LLC,
a Delaware limited liability company, Sole Member

By: AMERICAN LAND PARTNERS, INC.,
a Delaware corporation, Manager

By: *Timothy D. Smith*
Timothy D. Smith
Its: Treasurer

Signed, sealed and delivered
this 06 day of December, 2006
in the presence of:

Dorcas M. Lester
Unofficial Witness

Robin J. Sweet
Notary Public, Berkshire County, Massachusetts
My Commission Expires: 02/28/08

(NOTARIAL SEAL)



EXHIBIT "A"
MILLWOOD PLANTATION
PROPERTY

All that certain Parcel, tract or parcel of land situate, lying and being in the 7th and 8th District, Land Parcels 181-187, of Ware County, Georgia, as described on that certain plat of survey prepared by Matthew M. Jordan, Georgia Registered Land Surveyor No. 3011, entitled "FINAL PLAT FOR: MILLWOOD PLANTATION PHASE 1," dated September 21, 2006, recorded in the office of the Clerk of Superior Court of Ware County, Georgia, at Plat Book A, Map Nos. 3539-3550 (inclusive), as ALL OF PARCELS 1 THROUGH 116, all streets and right-of-ways, including "FOX DEN COURT," "RAVEN COURT," "THORNBIRD ROAD," "GREY HAWK ROAD," "CHICKADEE ROAD," "HASTY ROAD," "PURPLE MARTIN LANE," "BARN OWL LANE," "REDBIRD DRIVE," "EAGLE LANE," "YELLOW PERCH COURT," "NORTH FARMS EDGE ROAD," "WINGED TEAL ROAD," and all common areas being identified as "E-1," "E-7," and "E-10" and further described as "ENTRANCE EASEMENT".

EXHIBIT "B"
MILLWOOD PLANTATION
EXPANSION PROPERTY

Any real property located within 20 miles of the Property.

EXHIBIT "C"
MILLWOOD PLANTATION
COMMON AREA

ROADS AND ENTRANCE FEATURE/LANDSCAPE AREA

All those certain tracts or parcels of land situate, lying and being in the 7th and 8th District, Land Parcels 181-187, of Ware County, Georgia, as described on that certain plat of survey prepared by Matthew M. Jordan, Georgia Registered Land Surveyor No. 3011, entitled "FINAL PLAT FOR: MILLWOOD PLANTATION PHASE 1," dated September 21, 2006, recorded in the office of the Clerk of Superior Court of Ware County, Georgia, at Plat Book A, Map Nos. 3539-3550 (inclusive), as all streets and right-of-ways, including "FOX DEN COURT," "RAVEN COURT," "THORNBIRD ROAD," "GREY HAWK ROAD," "CHICKADEE ROAD," "HASTY ROAD," "PURPLE MARTIN LANE," "BARN OWL LANE," "REDBIRD DRIVE," "EAGLE LANE," "YELLOW PERCH COURT," "NORTH FARMS EDGE ROAD," "WINGED TEAL ROAD," and all common areas being identified as "E-1," "E-7," and "E-10" and further described as "ENTRANCE EASEMENT".