

**CORRECTIVE
DECLARATION re ROCKSPRAY SUBDIVISION and
ROCKSPRAY HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION is made this 25 day of July, 1985 by THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES (hereinafter called the "Developer");

WITNESSETH:

WHEREAS, Developer owns all of the property known as Rockspray Subdivision as shown on that certain plat of survey recorded in Plat Book 16 at pages 52, 53 and 54, Fayette County, Georgia Records (The "Subject Property"); and

WHEREAS, Developer desires to provide for the benefit of all of the residents of those portions of the Subjected Property, a Recreation Area (as hereinafter defined); and

WHEREAS, Developer deems it desirable to create the Association (as hereinafter defined) to own, maintain and administer the Recreational Area in accordance with the Covenants and Restrictions as hereinafter provided and to insure the enjoyment of such Recreational Area by such residents; and

WHEREAS, Developer intends that every Owner (as hereinafter defined) of a Residential Unit (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration, becomes a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association pursuant hereto;

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration pursuant to Article II hereof are and shall be held transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

Article I

Definitions. The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary, shall have the following meaning:

- (a) "Association" shall mean and refer to Rockspray Homeowners Association, Inc., a non-profit corporation organized and existing on the laws of the State of Georgia.
- (b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.
- (c) "Developer" shall mean The Equitable Life Assurance Society of the United States, A New York Corporation.
- (d) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.

BOOK 351 PAGE 399

- (e) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Recreation Area.
- (f) "Mortgage" shall mean and refer to any security instrument by means of which title to the Recreation Area is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.
- (g) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment of foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.
- (h) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity .
- (i) "Recreation Area" shall mean and refer to the property described in Exhibit A attached hereto and made a part hereof.
- (j) "Recreational Purposes" shall mean and include activities such as picnicing and engaging in sporting activities, walking, riding of non-motorized vehicles and such other activities as may be delineated by the Board of Directors of the Association from time to time.
- (k) "Restricted Property" shall mean and refer to all real property as set forth in Article II of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to Article II, Section 2 of this Declaration.
- (l) "Residential Units" shall mean and refer to each single family detached house and/or each single lot of subdivided property intended for a single family detached house or any other equivalent form of residential building.

Article II

Property subject to Declaration; effect thereof.

Section 1. Property hereby subjected to this Declaration.

This Declaration is hereby imposed upon the following described real property and the Developer hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

All those tracts or parcels of land lying and being in Land Lots 36 and 40 of the 6th District of Fayette County, Georgia, and being Lot 1 through and including Lot 133 of Rickspray Subdivision, and the area designated "Recreation Area", all as per plat of survey recorded in Plat Book 16 at pages 52, 53 and 54, Fayette County, Georgia records.

Section 2. All Restricted Property bears the burden, and enjoys the benefits, of this Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

Article III

The Community Association; Automatic Membership and Voting Rights therein.

Section 1. The Association.

The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist Rockspray Homeowners Association, Inc., a non-profit Georgia Corporation.

Section 2. Membership.

Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3. Classes of Membership; Voting Rights.

The Association shall have two classes of membership; Class A and Class B.

(a) Class A. Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article III with the exception of the Developer. Class A membership shall be a non-voting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

(i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(ii) On the 30th day of November, 1986,

whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(i) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

(ii) Any proposal that is a special assessment be levied by the Association, except as otherwise specifically herein provided;

(iii) Any proposal not to repair or reconstruct any damage or destruction to the Recreation Property and the facilities thereon;

(iv) Any proposal to dedicate, transfer or sell all or any part of the Recreational Property;

(v) Any proposal of merger, consolidation or dissolution;

- (vi) Any proposal to amend this Declaration of the Articles of Incorporation of the Association; and
- (vii) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Residential Unit in which they hold any interest required for membership under Section 2 of this Article 3. When more than one person holds an interest or interest in a Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of this agreement among such persons, and an account by two or more persons to cast a vote for such Residential Unit, such person shall not be recognized in the vote with respect to such Residential Units shall not be counted.

(b) Class B. The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Unit in which it holds any interest. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 2 of this Article III. From and after the date on which the Class B membership shall terminate in accordance with this Article III and cease to exist, such membership shall not be revived or restated.

Section 4. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-laws, as amended from time to time. Any such suspension shall not effect such members obligations to pay assessments past due or coming due during the period of suspension and shall not effect the permanent charge and lien on the members property in favor of the Associaton.

Section 5. Meetings of the membership.

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-laws of the Association as amended from time to time or by law.

Article IV

The Recreation Property; Members Rights in the Recreation Property.

Section 1. The Developer hereby covenants with the Association to convey the Recreation Area to the Association on or prior to the 15th day of July, 1986.

Section 2. Members Easements of Enjoyment.

Subject to the provisions contained in (a) through (h) of this Section, every member of the Association have a right in the easement of enjoyment in and to the Recreation Area including,

but not limited to, the non-exclusive right of ingress and egress and non-exclusive right to use the Recreation Area for Recreational Purposes and such easement shall be appurtenant to and shall pass with the title to all portions of the Restricted Property. Unless waived by vote of holders of 60% or more of those entitled to vote of all classes of membership as evidenced by an affidavit of the officer of the Association recorded in the Office of the Clerk of the Superior Court of Fayette County, Georgia and subject to applicable zoning ordinances, governmental rules and regulations and rights of the Developer and others as herein stated, the Recreation Area shall be used only for Recreational Purposes. Rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer or its designees to the exclusive use of such portion of the Recreation Area as it, in the exercise of its sole discretion, may deem necessary or advisable, for, or as may be reasonably required, convenient or incidental to, the construction of improvements within the Restricted Property and Recreational Area, the sale of property contained in the Restricted Property including, but not limited to sales and business offices, storage areas, construction yards and signs. In addition, Developer, at its expense, covenants to construct in the Recreation Area, on or before December 30, 1985, certain amenities, including one tennis court, a parking area for not less than 16 cars (paved or unpaved, at Developer's sole option) and such landscaping as Developer, in its sole discretion, deems appropriate. Such right of the Developer shall and does exist notwithstanding any provision in this Declaration which might be construed to the contrary, and such right of the Developer exists without affecting any members obligation to pay assessment coming due during such period of time and without affecting the permanent charge and lien on any members property in favor of the Association.
- (b) The right of the Association (if holders of 60% or more of the vote of those then entitled to vote of all classes of membership authorized, and subject to applicable zoning ordinances) to borrow money for the purpose of improving the Recreation Area and in aid thereof to mortgage or otherwise burden or encumber the Recreation Area. The Association shall not mortgage any portion of the Recreation Area which may provide ingress and egress to any Residential Unit. In the event of a default upon any such mortgage or other burden or incumbrance, the lender shall then only have the right,
 - (i) To take possession of such Recreation Area (where such right of possession exist),
 - (ii) To charge admission or other fees as a condition to continued enjoyment by the members and
 - (iii) If necessary, to open the enjoyment of the Recreation Area to persons other than members until the mortgage or other debt is satisfied, such right being the exclusive remedy available to the lender; and at the time such mortgage or other debt is satisfied the title to and possession of the Recreation Area shall be returned to the Association, all rights or persons other than members shall terminate and all rights of members hereunder shall be fully restored; and
- (c) The right of the Association to take such steps are as reasonably necessary to protect the Recreation Area against foreclosing; and

- (d) The right of the Association, as provided by its By-laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and
- (e) The right of the Association to charge reasonable admission and other fees for the use of any facilities which may be constructed upon the Recreation Area; and
- (f) The right of the Association at any time to transfer all or any part of Recreation Area if authorized by 60% or more of the vote of those then entitled to vote and of all classes of memberships subject to the provisions of this Declaration; and
- (g) The right of the Association to grant such easements and rights of way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing and maintenance of the Recreation Area.

Section 3. Extension of Rights and Benefits.

Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article IV to each of his tenants and to each member of his family who resides with him on Restricted Property and to other persons as may be permitted by the Association's Board of Directors.

Article V

Assessment

Section 1. Creation of the lien or personal obligation for assessments.

Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Association:

- (a) Annual assessments and charges and
- (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon and cost of collection thereof as hereinafter provided shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

Section 2. Purpose of Assessment.

The assessments levied under this Article V shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Recreation Area and facilities related thereto devoted to such purposes and related to the use and enjoyment of the Recreation Area, and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of Rockspray Subdivision and any subsequent phase thereof created out of the Supplemental Property or any portion thereof, including, but not limited to, the

payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article V as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Recreation Area and facilities and the entrance area or areas.

Section 3. Basis and Maximums of Annual Assessments.

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article III of this Declaration:

- (a) The maximum initial annual assessment of Class A members shall be One Hundred Twenty and No/100ths dollars (\$120.00) per residential unit payable to the Association, and
- (b) The Class B members shall pay whatever amount, if any, in excess of the Class A members assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage (and only to maintain and manage including the payment of ad valorem taxes) the Recreational Area.

From and after such time as the Class A member shall be entitled to full voting privileges and in accordance with Article III of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum annual assessment imposed prior to such time and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of the Association shall not be increased (or decreased) in any one year by an amount in excess of 25% of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective. The Board of Directors of the Association shall set the annual assessment at less than the maximum allowed pursuant to this Section.

Section 4. Special Assessments.

Upon the affirmative vote of the holders of 60% or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Recreation Area, including any necessary fixtures or personal property related thereto; or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by Section 3 of this Article.

Section 5. Equality of Assessment among Residential Units.

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article III of this Declaration, the Class B members may bear a greater or lesser assessment burden than Class A member while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

BOOK 351 PAGE 405

Section 6. Date of Commencement of Annual Assessments; Due Dates.

- (a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least 30 days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the first day of May of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least 30 days prior to the annual assessment period the payment for the annual assessment shall not be due until 30 days after such notice is given; the failure to notify 30 days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article III.

The first annual assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

- (b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effective non-payment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.

- (a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors and titles. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners such successors in title creating any indemnification of the owner or any relation of principal and surety as between themselves.
- (b) If assessment is not paid within 30 days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or 12% per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against

such owner's property in which event, interest, costs and attorney's fees equal to 10% of the principal amount shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Article V shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by non-use of the Recreation Area and facilities. The Association shall not waive any liens or rights it may have against any member or such members Residential Unit without the approval of holders of 60% or more of the vote of those than entitled to vote all classes of membership.

- (c) If the assessment is not paid within 30 days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the Recreation Area and facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such members obligation to pay assessments, due during the period of such suspension and shall not effect the permanent charge and lien on such members property in favor of the Association.

Section 8. Subordination of Charges and Liens to Mortgages.

- (a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restrictive property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the mortgage property pursuant to a sale under power contained in such mortgage.
- (b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall

relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

Article VI

Administration.

Section 1. Responsibility for Administration.

The administration of the Association, the maintenance, repair and operation of the Recreation Area and facilities and the Entrance Areas shall be the responsibility of the Association.

Section 2. Management and Maintenance Agreement.

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the Recreation Area and facilities and the Entrance Areas. In the event the Association shall determine to place improvements on the Recreation Area pursuant to this Declaration and enters into a management agreement for the operation of such facilities and improvements, the manager of the Recreation Area shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers direct from members of the Association by this Declaration. Any management agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, in the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination 90 days after 60% of the members then entitled to vote affirmatively vote to so terminate such contract at any time after the Class A members are entitled to the full voting privileges in accordance with Article III.

Section 3. Limitations of Liability; Indemnification.

Notwithstanding the duties of the Association to maintain and operate the Recreation Area and to maintain the Entrance Areas, the Association shall not be liable for injury or damage caused by the latent condition of the Recreation Area nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of this duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director is adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

Article VII

Insurance and Casualty Losses.

Section 1. Insurance.

The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Recreation Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the Recreation Area and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by accompanied license to do business in the State of Georgia and holding a "AAA" or better by Best's Insurance Report or a similar publication, and all policy shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

Article VIII

General Provisions.

Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said 20 year period for successive periods not to exceed 10 years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast at least 60% of the votes of the Association and has filed for record in the Office of the Clerk of the Superior Court of Fayette County, Georgia, at least 180 days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Notices.

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or 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 affect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 4. Amendment.

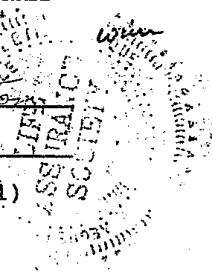
The Covenants and Restrictions of this Declaration may be amended at any time during the first 10 years following the day and year first above written by an instrument signed by members of the Association then entitled to cast at least 90% of the votes of each class of members of the Association and, thereafter, by an instrument signed by members of the Association then entitled to cast at least 60% of the votes of the Association; provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Fayette County, Georgia Records, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Fayette County, Georgia, and unless written notice of the proposed amendment is sent to every member at least 90 days in advance of any action taken. Every purchaser or grantee of any interest in the Restrictive Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

THIS INSTRUMENT IS GIVEN TO CORRECT THE PLAT BOOK AND PAGE DESIGNATION WHEREIN THE PLAT OF SURVEY OF ROCKSPRAY SUBDIVISION IS RECORDED; SAID PLAT HAVING BEEN RE-RECORDED AT PLAT BOOK 16, PAGES 52, 53 AND 54, FAYETTE COUNTY, GEORGIA RECORDS, TO CORRECT THE ERRONEOUS DIRECTIONAL CALLS THAT APPEARED ON THE PLAT OF SAID SUBDIVISION THAT WAS ORIGINALLY RECORDED IN PLAT BOOK 16 AT PAGES 36, 37 AND 38, AFORESAID RECORDS.

IN WITNESS WHEREOF the Developer has caused this Declaration to be executed by its duly authorized officers and the appropriate corporate seals affixed hereto, the day and year first above written.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By: Donald L. Batson
Its: Assistant Secretary
(Corporate Seal)



GEORGIA, Fayette County
Clerk's Office Superior Court
Filed for record July 25th 19 85
10:00 A. M.
Recorded in Book 351 Page 399
This 25th day of July 19 85
W. A. Ballard
Clerk

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 37 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, begin at the corner formed by the intersection of the northerly line of the right of way of Cabin Gate (a road having a 50 foot right of way) with the westerly line of the right of way of Log House Road (a road having a 60 foot right of way), if said street lines were extended to form an angle instead of a truncated curve; running thence south 67 degrees 30 minutes 00 seconds west along the northerly line of the right of way of Cabin Gate, as so extended, 25 feet to an iron pin and the TRUE POINT OF BEGINNING; continuing thence south 67 degrees 30 minutes 00 seconds west along the northerly line of the right of way of Cabin Gate 113.48 feet to an iron pin; continuing thence in a generally westerly direction along the arc of a curve to the right 94.04 feet (the chord of said curve having a magnetic bearing of south 78 degrees 23 minutes 58 seconds west and a length of 93.47 feet); continuing thence along the northerly line of the right of way of Cabin Gate south 89 degrees 17 minutes 56 seconds west 315.20 feet to an iron pin located at the southeast corner of Lot 111 of Rockspray Subdivision as per plat of same recorded in Plat Book 16 at Pages 52, 53 and 54 in the Office of the Clerk of the Superior Court of Fayette County, Georgia; running thence north 00 degrees 42 minutes 04 seconds west along the east line of said Lot 111 a distance of 190.79 feet to an iron pin, said iron pin being located at the southeast corner of Lot 65, said subdivision; running thence north 12 degrees 34 minutes 19 seconds west along the easterly line of said Lot 65 a distance of 187.01 feet to an iron pin on the southerly line of the right of way of Rockspray Ridge; running thence in a generally easterly direction along the southerly line of the right of way of Rockspray Ridge and along the arc of a curve to the left 10 feet (the chord of said curve having a magnetic bearing of north 77 degrees 52 minutes 28 seconds east and a length of 9.99 feet); running thence south 22 degrees 30 minutes 00 seconds east along the westerly line of Lot 64, said subdivision, 190 feet to an iron pin; running thence north 67 degrees 30 minutes 00 seconds east along the southeasterly lines of Lot 61, 62, 63 and 64 of said subdivision 385 feet to an iron pin; running thence south 22 degrees 30 minutes 00 seconds east 303.56 feet to an iron pin on the northerly side of the right of way of Cabin Gate and the POINT OF BEGINNING; being the same property designated as "Recreation Area" on the final plat of Rockspray Subdivision recorded in Plat Book 16, Pages 52, 53 and 54, as aforesaid.

BOOK 351 PAGE 411