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AMENDED AND RESTATED
DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS
FOR
HAWKS RIDGE

Upon recording, please return to:

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**AMENDED AND RESTATED
DECLARATION OF EASEMENTS AND
COVENANT TO SHARE COSTS
FOR HAWKS RIDGE**

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS FOR HAWKS RIDGE (this "**Declaration**") is made to be effective as of January 1, 2014 by Hawks Ridge Community Association, Inc., a Georgia nonprofit corporation (hereinafter referred to as the "**Association**") and Hawks Ridge Golf Club, LLC, a Delaware limited liability company (hereinafter referred to as the "**Club**") (the Association and the Club are hereinafter sometimes collectively referred to as the "**Parties**") with the written consent of Grey Hawk Ridge Development Company, LLC, a Delaware limited liability company, d/b/a Hawks Ridge Development Company (hereinafter referred to as "**Declarant**").

BACKGROUND STATEMENT

Hawks Ridge is a master planned residential community located in Cherokee and Forsyth Counties, Georgia, consisting of, among other things, residential and recreational real property (the "**Development**").

The Association and the Club previously entered into that certain Declaration of Easements and Covenant to Share Costs for Hawks Ridge (the "**Original Declaration**") dated February 14, 2002, recorded in the Office of the Clerk of Superior Court for Cherokee County, Georgia on February 15, 2002, at Book 5121, Page 108, *et seq.* In accordance with the provisions of Section 12 of the Original Declaration, which governs the right and authority to amend the Original Declaration, and the consent of the board of directors of the Association and the written approval of the Club, as evidenced by the signatures affixed hereto, the Original Declaration is hereby amended, stricken and restated, in its entirety, by this Declaration.

The Association is a mandatory membership owners association established pursuant to the Declaration of Covenants, Conditions, and Restrictions for Hawks Ridge recorded in Deed Book 3628, Page 165, *et seq.*, as supplemented in Deed Book 4012, Page 215, and further supplemented in Deed Book 4604, Page 167, as amended in Deed Book 5121, Page 122, and as further amended in Deed Book 5611, Page 230, in the office of the Clerk of the Superior Court of Cherokee County, Georgia (such declaration, as it may be amended and supplemented from time to time, is referred to as the "**Residential Declaration**" and the property subject thereto, as it may be supplemented in accordance with the terms of the Residential Declaration, is referred to as the "**Residential Property**").

Pursuant to the terms of the Residential Declaration, the Association is responsible for the maintenance of the "Area of Common Responsibility" within the Development and providing certain services in accordance with the "Community-Wide Standard" (as such terms are defined in the Residential Declaration). Furthermore, Section 5.5 of the Residential Declaration authorizes the Association to enter into Cost Sharing Agreements (as defined in the Residential Declaration) with the owners or operators of adjacent property to share in the costs associated

with the maintenance, repair, replacement and insurance of portions of the Areas of Common Responsibility.

The Club is a private membership organization that owns or operates certain real property and improvements located within the Development (the "**Club Property**"), more particularly described on Exhibit "A" attached hereto, which Club Property is not subject to the Residential Declaration.

Declarant is (1) the developer of the Development, (2) the "Declarant" under the Residential Declaration, and (3) the owner of certain portions of the Residential Property.

By virtue of the Original Declaration, the Association is responsible for maintaining certain portions of the Development identified as "Maintenance Property" (as defined in the Original Declaration) and providing certain services for the benefit of the Development, and the Association and the Club are obligated to share the costs for such maintenance and services.

The Parties desire to amend, clarify, supplement and expand the property identified as "Maintenance Property" and the services to be provided within the Development, to transfer the obligation to provide such maintenance and services from the Association to the Club, and to amend and clarify the allocation for the sharing of the costs for such maintenance and services between the Club and the Association. The Parties acknowledge that the maintenance of the supplemented and expanded Maintenance Property and the supplemented and expanded services to be provided will mutually benefit the Parties and their respective properties (the Residential Property and the Club Property, collectively the "**Properties**").

For the common and mutual benefit of the Parties and their respective Properties, the Club has agreed to and does hereby assume and undertake the duties and responsibilities of directing and managing the maintenance of the Maintenance Property and performing the services heretofore provided by the Association under the terms and conditions set forth herein.

Declarant desires to consent this Declaration as evidenced by its signature hereto.

Declarant, the Association and the Club desire to provide for (1) the maintenance of the Maintenance Property (as defined below); (2) the provision of services benefitting the Residential Property and the Club Property, as described below; and (3) an allocation of the costs for providing such maintenance and services between the Association and the Club.

STATEMENT OF DECLARATIONS

Accordingly, Declarant, the Association, and the Club hereby amend, strike and restate the Original Declaration and declare that the Properties, including but not limited to the Maintenance Property, shall be subject to the terms of this Declaration and shall be held, sold and conveyed subject to the covenants, conditions and easements contained herein, which shall run with title to the Properties and shall bind all parties having any right, title or interest in the Properties, their heirs, successors and assigns, and shall inure to the benefit of the Parties, their heirs, successors and assigns, and each owner of any portion of any of the Properties.

ARTICLE I: EASEMENTS

1.1 Creation of Easements. Declarant and the Association hereby grant and convey to the Club, reciprocal easements of access, ingress, egress, use and enjoyment over, across and through their respective Properties within the Development for the purpose of maintaining, repairing and replacing the Maintenance Property and providing the Joint Budget Items (as defined below) in accordance with this Declaration.

1.2 Exercise of Easement Rights. All activities permitted by the easements created above shall be conducted in such a manner and at such times as will cause a minimum of disruption to the use of the Residential Property, and any damage to the Residential Property caused by such activities shall be promptly repaired by the Club and promptly restored to the condition that existed prior to the performance of such activities. The continued existence of these easements is expressly made subject to the conditions and restrictions stated in this Declaration, which shall be covenants running with the title to, and both benefitting and burdening, the Residential Property and the Club Property.

1.3 Acknowledgment Regarding Future Development. It is contemplated that all or any portion of the Residential Property may be subdivided into lots to be marketed and sold as single family residential lots. The easements provided for herein are intended to benefit and burden all future owners of lots and other facilities within the Residential Property, their family members, invitees, guests, and other designees.

ARTICLE II: JOINT MAINTENANCE AND BUDGET

2.1 Maintenance Property. The term “**Maintenance Property**” as used in this Declaration means the property described in Exhibit “B” attached hereto and incorporated herein by reference.

2.2 Joint Budget. The term “**Joint Budget Items**” means the expenses associated with maintenance of the Maintenance Property, the expenses incurred by the Club to provide services benefitting the Properties, and all other expenses of the Club benefitting the Properties as reasonably determined by the Club. Services provided by the Club may include patrolling, sweeping of roads, irrigation and grounds maintenance of rights-of-way, lake management, and street lighting.

2.3 Responsibility for Providing for Maintenance and Joint Budget Items

(a) Joint Budget Items. The Club shall contract for and obtain the services contemplated by the Joint Budget Items and shall have responsibility for the payment of the costs of such items.

(b) Maintenance. The Club shall maintain, repair, replace, and keep the Maintenance Property in a neat and attractive condition consistent with the Residential Declaration. In the event that all or any part of those responsibilities are assumed by, or all or any portion of the Maintenance Property is dedicated to, any governmental entity, the Club shall be relieved of such responsibility to the extent so assumed or dedicated; provided, however, that in connection with such assumption or dedication, the Club may reserve or assume the right or

obligation to continue to perform all or any portion of its maintenance responsibilities, if it determines that such maintenance is necessary or desirable for the effective performance of the responsibilities described in the immediately preceding sentence.

2.4 Right to Request or Provide Higher Level of Maintenance. The Association or Declarant may request at any time that the Club provide a higher level of maintenance as to some or all of the Maintenance Property and/or provide additional related services than that required hereunder. All costs, including any additional administrative fees, resulting from the increase in the level of maintenance or services, shall be paid by the requester.

2.5 Failure to Provide Maintenance. In the event the Club fails to perform its obligations hereunder, the Association and/or Declarant may enter the Maintenance Property and perform such obligations, provided that the Club is provided with at least thirty (30) days prior written notice and a reasonable opportunity to cure and correct any deficiency before exercising its rights hereunder.

ARTICLE III: OBLIGATION TO SHARE COSTS

3.1 Responsibility for Assessments. The Association shall pay to Club an annual assessment to cover a portion of the costs, including reserves, incurred by the Club in performing its obligations under this Declaration. The obligation to pay this assessment shall be mandatory, regardless of whether the Association agrees with or is satisfied with the manner and extent of performance by the Club. No diminution or abatement of assessments shall be claimed or allowed for any alleged failure of the Club to take any action or perform any function required of it.

3.2 Computation of Assessments

(a) On an annual basis, the Club shall prepare a budget for performing its obligations under this Declaration during the upcoming year, which may include an appropriate amount to be placed in a reserve fund for capital repairs and replacements if the Club deems a reserve fund necessary. The budget shall be adjusted to reflect any excess or deficiency in the budget assessed for the immediately preceding year, as compared to actual expenses for that period. The assessment of the Association shall be determined with respect to the annual budget in accordance with the allocations set forth on Exhibit "C" attached hereto and incorporated herein by this reference.

(b) At least thirty (30) days prior to the beginning of the fiscal year to which the budget relates, the Club shall give written notice of the budget to the Association, who shall pay its share of the budget as an assessment unless it gives written notice of a reasonable objection to the budget within thirty (30) days of receipt. If the Association objects to the budget as provided herein, or if the Club fails to determine a budget as described above, the Association shall pay the Club the amount it paid for the previous year pursuant to this Declaration unless the Club and the Association mutually agree on a different amount.

3.3 Payment of Assessments. Within sixty (60) days of receipt of notice of an annual assessment, the Association shall pay the Club the entire amount due, unless the Club provides for the payment to be made in installments. Any assessment delinquent for a period of more than

thirty (30) days after the due date may incur a reasonable late charge in an amount determined by the Club plus interest (at a rate not to exceed the maximum lawful rate) on the principal amount plus all costs of collection, including, but not limited to, reasonable attorneys' fees actually incurred and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days from the due date, the Club may institute suit to collect such amounts. All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest and then to delinquent assessments.

3.4 Recordkeeping. The Club shall maintain or cause to be maintained full and accurate books of account with respect to the performance of its responsibilities hereunder. The books and records and related financial statements shall be made available for inspection and copying upon request by any director, officer or manager of the Association during normal business hours. When copies are requested, the copying charges shall be paid by the Party requesting copies at the time of such request. If the Association desires to have the records audited, it may do so at its expense, and the Club shall cooperate by making available to the auditors the records, including all supporting materials (e.g. check copies, invoices, etc.) for the year in question.

If the amount of actual expenses for the year is disputed after audit, the Parties shall cause a second audit to be performed by a mutually acceptable auditor and the decision of the second auditor shall be binding. If the amount as determined by the second auditor varies from the amount asserted by the Club by five percent or more, the Club shall pay the entire cost of the second auditor. If the amount as determined by the second auditor varies from the amount asserted by the Club by two percent or less, then the Association shall pay the entire cost of the second auditor. Otherwise, the cost of the second auditor shall be shared equally by the Club and the Association. Variances shall be taken into account in the following year's budget as provided above.

ARTICLE IV: INSURANCE

4.1 Insurance. The Club shall be responsible for keeping in force property and public liability insurance on the Maintenance Property in accordance with the Residential Declaration. The Club shall name the Association and Declarant as additional insureds under such policies.

4.2 Casualty or Loss. In the event of an insured loss or eminent domain or other like proceedings against the Maintenance Property, all proceeds from any insurance coverage or any eminent domain or like proceeding shall be utilized to repair or replace the damaged portions of the Maintenance Property unless the Parties otherwise agree. All such proceeds shall be reflected on the budget as provided in Section 3.2(a).

ARTICLE V: ANNEXATION

Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the real property within the Development. Such annexation shall be accomplished by filing an amendment to this Declaration in the offices of the Clerk of the Superior Court of Cherokee County, Georgia, describing the property being annexed. Such amendment shall not require the consent of the Club or the Association, but shall require the

consent of the owner of such property being so annexed, if other than Declarant. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein. Any such amendment may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the property being annexed in order to reflect the different character and intended use of such property.

ARTICLE VI: DURATION

This Declaration shall have perpetual duration. If Georgia law hereafter limits the period during which covenants may run with the land, then, unless terminated as provided herein or, if such termination method is not consistent with Georgia law, in such other manner as required by Georgia law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

ARTICLE VII: MISCELLANEOUS

7.1 Notices. Any notice required or permitted to be delivered under this Declaration shall be in writing, signed by the Party giving such notice or its attorney, and shall be deemed to be delivered, whether or not actually received, three (3) days after such notice is deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Party to whom such notice is sent, or when personally delivered, as the case may be, at such address as shall be provided to all other Parties to this Declaration upon the execution of this Declaration or at such other address as may subsequently be provided to all other Parties.

7.2 Grants. The Parties hereby declare that this Declaration, and all of the provisions contained herein and all of the rights, easements and obligations hereunder, shall be and constitute covenants running with the fee simple estate of all of the property contained within the Maintenance Property. The grants of easements, rights and privileges in this Declaration are independent of any contractual agreements undertaken by the Parties in this Declaration, and a breach by any Party of any such contractual agreements shall not cause or result in a forfeiture or reversion of the easements, rights and privileges granted in this Declaration.

7.3 Binding Agreement. The provisions of this Declaration shall apply to and inure to the benefit of and bind the Parties and their respective successors and/or assigns.

7.4 Enforcement. Any Party may elect to enforce any provision of this Declaration by suit at law or in equity to enjoin any violation or to recover monetary damages.

7.5 Waiver. No consent or waiver, express or implied, by any Party or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Declaration shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Declaration. Failure on the part of any Party to complain of any act

or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver of such Party of the rights thereof under this Declaration.

7.6 Severability. If any provision of this Declaration or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent, the remainder of this Declaration and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7.7 Amendment.

(a) By Declarant. The Declarant may amend this Declaration unilaterally at any time for the purposes of annexing additional real property as provided in Article V, or designating additional property or withdrawing property from the description of the Maintenance Property as provided in Exhibit "B", or designating certain additional expenses as Joint Budget Items or deleting Joint Budget Items previously included.

In the event that Declarant forms one or more owners associations to govern any portion of the Development other than the Residential Property or the Club, the Declarant may, but shall not be obligated to, unilaterally amend this Declaration for the purposes of adding such additional owners associations as Parties to this Declaration. In conjunction with such amendment, the Declarant may supplement, modify and otherwise change this Declaration in any manner as the Declarant deems necessary in its sole discretion to accommodate such additional Party or Parties. Such changes may include, without limitation, the reallocation of maintenance and other responsibilities between the Parties and the modification of the assessment allocations set forth on Exhibit "C".

The Declarant may also unilaterally amend this Declaration at any time and from time to time if such amendment is necessary to: (i) bring any provision hereof into compliance with any applicable governmental statute or regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Development, including the Club Property and the Residential Property; or (iii) enable any institution or governmental lender to make, purchase, insure or guarantee mortgage loans on any portion of the Development, including the Club Property and the Residential Property; provided, however, any such amendment shall not adversely affect the title to any property unless the owner thereof consents in writing.

(b) By the Parties. In addition to the above, this Declaration may be amended for any purpose upon (i) the written approval of the board of directors of Association; and (ii) the written approval of the Club.

(c) Validity of Amendments. Amendments to this Declaration shall become effective when properly executed and recorded in the offices of the Clerk of the Superior Court of Cherokee County, Georgia, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

7.8 Dedication of Property. The Association or the Club shall have the right to dedicate any roadways or other property within the Residential Property and the Club Property, respectively, to any governmental entity with the prior written consent of the Declarant.

7.9 Terminology. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Articles and Sections of this Declaration are for convenience only, and neither limit nor amplify the provisions of this Declaration, and all references in this Declaration to Articles or Sections thereof shall refer to the corresponding Article or Section of this Declaration unless specific reference is made to the sections or subdivisions of another document or instrument.

7.10 Interpretation. No provision of this Declaration shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

7.11 Governing Law. This Declaration and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia.

7.12 Time of Essence. Time is of the essence of this Declaration.

7.13 Counterparts. This Declaration may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

7.14 Successors and Assigns. Reference to any party herein shall include such party's successor, assigns, heirs, legal representatives and successors-in-title.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of this
1 day of JANUARY, 2014.

ASSOCIATION:

HAWKS RIDGE COMMUNITY
ASSOCIATION, INC., a Georgia nonprofit
corporation

Signed, sealed and delivered in the present of:

Witness

Notary Public

My Commission Expires: 8-23-2015



By:

Its:

Attest:

Its:

(Corporate Seal)

SEAL

CLUB:

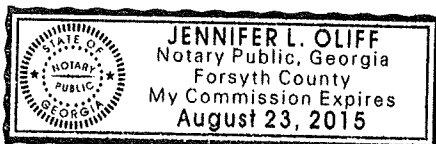
HAWKS RIDGE GOLF CLUB, LLC., a
Delaware limited liability company

Signed, sealed and delivered in the present of:

Witness

Notary Public

My Commission Expires: 8-23-2015



By:

Its:

Attest:

Its:

(Corporate Seal)

DECLARANT:

GREY HAWK RIDGE DEVELOPMENT CO.,
LLC, doing business as HAWKS RIDGE
DEVELOPMENT COMPANY, a Delaware
limited liability company

Signed, sealed and delivered in the present of:

Witness

By:

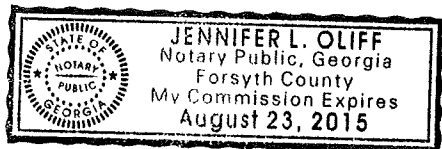
Its:

Attest:

Its:

Notary Public

My Commission Expires: 8-23-2015



(Corporate Seal)

SEAL

Exhibit "A"
CLUB PROPERTY

See Attached

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EXHIBIT "A"

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 751, 752, 753, 754, 757, 758, 759, 760, 761, 762, 824, 825, 826 and 827 of the 3rd District, 2nd Section of Cherokee County, Georgia and Land Lot 721 of the 3rd District, 1st Section of Forsyth County, Georgia, shown as Tract 1, consisting of 281.97 acres, on Boundary Survey for Hawks Ridge Golf Club, L.L.C., dated November 24, 1998, last revised October 14, 2001, by Wikle Land Surveying, Inc., and being more particularly described as follows:

BEGINNING at an iron pin found at the intersection of Land Lots 761, 762, 823 and 824; thence along the common line of Land Lots 762 and 823 North 89 degrees 47 minutes 20 seconds West a distance of 378.14 feet to a point; thence leaving said Land Lot line and proceeding North 03 degrees 52 minutes 15 seconds West a distance of 192.62 feet to a point along property now or formerly of Grey Hawk Ridge Development, L.L.C.; thence North 49 degrees 22 minutes 00 seconds West a distance of 607.05 feet to a point on the easterly boundary line of Hawks Lake Drive (50-foot private road); thence along said boundary the following courses and distances: along a curve to the left a distance of 67.28 feet to a point (said curve having a radius of 125.00 feet, a chord bearing of North 28 degrees 51 minutes 50 seconds West and a chord length of 66.47 feet), thence North 44 degrees 17 minutes 00 seconds West a distance of 86.20 feet to a point, thence along a curve to the right a distance of 55.52 feet to a point (said curve having a radius of 175.00 feet, a chord bearing of North 35 degrees 11 minutes 40 seconds West and a chord length of 55.29 feet), thence North 26 degrees 06 minutes 20 seconds West a distance of 103.90 feet to a point, thence along a curve to the left a distance of 222.85 feet to a point (said curve having a radius of 225.00 feet, a chord bearing of North 54 degrees 28 minutes 50 seconds West and a chord length of 213.86 feet); thence leaving said boundary line and proceeding North 23 degrees 12 minutes 20 seconds East a distance of 107.44 feet to a point; thence North 32 degrees 30 minutes 00 seconds West a distance of 72.28 feet to a point; thence North 71 degrees 34 minutes 25 seconds East a distance of 69.08 feet to a point; thence South 70 degrees 26 minutes 55 seconds East a distance of 81.41 feet to a point; thence North 86 degrees 39 minutes 20 seconds East a distance of 153.68 feet to a point; thence North 65 degrees 08 minutes 55 seconds East a distance of 293.58 feet to a point; thence North 36 degrees 38 minutes 10 seconds East a distance of 227.51 feet to a point; thence North 25 degrees 33 minutes 15 seconds East a distance of 124.71 feet to a point; thence North 19 degrees 44 minutes 20 seconds East a distance of 52.80 feet to a point; thence North 02 degrees 03 minutes 15 seconds West a distance of 117.24 feet to a point; thence North 10 degrees 36 minutes 05 seconds West a distance of 91.64 feet to a point; thence North 49 degrees 44 minutes 55 seconds West a distance of 112.54 feet to a point; thence North 03 degrees 58 minutes 15 seconds West a distance of 71.67 feet to a point; thence North 44 degrees 42 minutes 40 seconds West a

distance of 159.89 feet to a point; thence South 89 degrees 45 minutes 35 seconds East a distance of 675.13 feet to an iron pin found on the common line of Land Lots 751 and 752; thence along said Land Lot line South 00 degrees 25 minutes 00 seconds East a distance of 282.11 feet along property now or formerly of Bill Wheeler and Agatha Wheeler to a point; thence leaving said Land Lot line and proceeding South 14 degrees 27 minutes 45 seconds West a distance of 134.81 feet to a point; thence South 00 degrees 58 minutes 45 seconds West a distance of 376.96 feet along property now or formerly of Grey Hawk Ridge Development, L.L.C. to a point; thence South 17 degrees 02 minutes 35 seconds East a distance of 52.62 feet to a point; thence South 00 degrees 00 minutes 00 seconds East a distance of 260.05 feet to a point; thence North 90 degrees 00 minutes 00 seconds East a distance of 1,027.99 feet to a point; thence North 49 degrees 43 minutes 55 seconds East a distance of 316.52 feet to a point; thence North 05 degrees 34 minutes 50 seconds East a distance of 746.85 feet to a point; thence along the centerline of a creek, the following courses and distances: North 10 degrees 20 minutes 40 seconds West a distance of 19.53 feet to a point, thence North 04 degrees 11 minutes 30 seconds East a distance of 15.91 feet to a point, thence North 41 degrees 29 minutes 35 seconds East a distance of 14.50 feet to a point; thence leaving said centerline of the creek and proceeding North 00 degrees 18 minutes 40 seconds East a distance of 487.34 feet to an iron pin found; thence along the southerly right-of-way line of Newt Green Road (40-foot right-of-way) the following courses and distances: North 80 degrees 18 minutes 45 seconds East a distance of 5.93 feet to an iron pin found, thence North 76 degrees 06 minutes 35 seconds East a distance of 99.65 feet to an iron pin found, thence 77 degrees 19 minutes 15 seconds East a distance of 89.96 feet to an iron pin found, thence North 80 degrees 10 minutes 55 seconds East a distance of 92.75 feet to an iron pin found, thence North 81 degrees 12 minutes 40 seconds East a distance of 88.09 feet to an iron pin found, thence North 79 degrees 32 minutes 20 seconds East a distance of 92.96 feet to an iron pin found, thence North 78 degrees 19 minutes 40 seconds East a distance of 107.30 feet to an iron pin found, thence North 76 degrees 02 minutes 40 seconds East a distance of 94.85 feet to an iron pin found, thence North 76 degrees 21 minutes 40 seconds East a distance of 87.67 feet to an iron pin found, thence North 79 degrees 38 minutes 15 seconds East a distance of 85.22 feet to an iron pin found, thence North 83 degrees 46 minutes 10 seconds East a distance of 73.75 feet to an iron pin found, thence North 83 degrees 59 minutes 45 seconds East a distance of 74.18 feet to an iron pin found, thence North 85 degrees 33 minutes 45 seconds East a distance of 81.08 feet to an iron pin found, thence North 88 degrees 17 minutes 10 seconds East a distance of 82.47 feet to an iron pin found, thence North 89 degrees 59 minutes 05 seconds East a distance of 89.61 feet to an iron pin found, thence South 87 degrees 39 minutes 10 seconds East a distance of 51.63 feet to an iron pin found, thence South 85 degrees 22 minutes 00 seconds East a distance of 90.57 feet to an iron pin found, thence South 85 degrees 39 minutes 05 seconds East a distance of 51.96 feet to an iron pin found, thence North 88 degrees 43 minutes 50 seconds East a distance of 59.28 feet to an iron pin found, thence North 83 degrees 31 minutes 35 seconds East a distance of 120.63 feet to an iron pin found, thence

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North 84 degrees 23 minutes 15 seconds East a distance of 106.19 feet to an iron pin found, thence North 85 degrees 24 minutes 25 seconds East a distance of 136.76 feet to an iron pin found, thence North 85 degrees 52 minutes 30 seconds East a distance of 159.12 feet to an iron pin found, thence North 85 degrees 55 minutes 25 seconds East a distance of 55.52 feet to an iron pin found; thence leaving said right-of-way line and proceeding South 00 degrees 13 minutes 00 seconds East a distance of 1,319.84 feet along the property now or formerly of Remelba Jean Holland and Robert L. Holland to an iron pin found on the line common to Land Lots 754 and 759; thence North 88 degrees 42 minutes 35 seconds East a distance of 643.02 feet to an iron pin found at the intersection of Land Lots 754, 755, 758 and 759; thence along the line common to Land Lots 758 and 759 South 01 degrees 44 minutes 10 seconds West a distance of 592.20 feet to an iron pin found; thence leaving said Land Lot line and proceeding North 89 degrees 53 minutes 15 seconds East a distance of 2,772.31 feet to an iron pin found on the line common to Land Lot 757 of Cherokee County and Land Lot 721 of Forsyth County; thence along said Land Lot line South 01 degrees 07 minutes 05 seconds West a distance of 180.93 feet to an iron pin found; thence leaving said Land Lot line and proceeding North 74 degrees 37 minutes 10 seconds East a distance of 294.71 feet to an iron pin found on the westerly right-of-way of Franklin Gold Mine Road (40-foot right-of-way); thence along said right-of-way line South 18 degrees 18 minutes 50 seconds East a distance of 60.11 feet to an iron pin found; thence leaving said right-of-way line and proceeding South 74 degrees 38 minutes 05 seconds West a distance of 315.61 feet to an iron pin found on the line common to Land Lot 757 of Cherokee County and Land Lot 721 of Forsyth County; thence leaving said Land Lot line and proceeding South 72 degrees 59 minutes 30 seconds West a distance of 155.29 feet to an iron pin found; thence South 01 degrees 32 minutes 35 seconds West a distance of 323.78 feet to an iron pin set; thence South 88 degrees 53 minutes 15 seconds East a distance of 150.07 feet to an iron pin found on the line common to Land Lot 757 of Cherokee County and Land Lot 721 of Forsyth County; thence along said Land Lot line South 03 degrees 32 minutes 40 seconds West a distance of 44.74 feet to an iron pin found; thence North 88 degrees 39 minutes 05 seconds West a distance of 1,378.52 feet to an iron pin found; thence North 88 degrees 36 minutes 00 seconds West a distance of 392.00 feet to a point; thence South 61 degrees 18 minutes 50 seconds West a distance of 1,092.63 feet to a point; thence North 79 degrees 29 minutes 55 seconds West a distance of 278.31 feet to a point; thence South 57 degrees 12 minutes 20 seconds West a distance of 198.33 feet to a point; thence North 82 degrees 18 minutes 25 seconds West a distance of 86.66 feet to a point; thence North 49 degrees 51 minutes 50 seconds West a distance of 64.83 feet to a point; thence North 46 degrees 18 minutes 20 seconds West a distance of 89.51 feet to a point; thence North 32 degrees 32 minutes 50 seconds West a distance of 127.20 feet to a point; thence North 74 degrees 00 minutes 10 seconds West a distance of 224.00 feet to a point; thence North 64 degrees 41 minutes 45 seconds West a distance of 370.87 feet to a point; thence North 76 degrees 07 minutes 50 seconds West a distance of 26.22 feet to a point; thence South 65 degrees 09 minutes 05 seconds West a distance of 113.27 feet to a point;

thence South 47 degrees 18 minutes 15 seconds West a distance of 164.22 feet to a point; thence South 16 degrees 38 minutes 40 seconds West a distance of 169.48 feet to a point; thence South 26 degrees 30 minutes 10 seconds West a distance of 812.89 feet to a point; thence North 78 degrees 26 minutes 25 seconds West a distance of 552.38 feet to a point; thence North 80 degrees 30 minutes 55 seconds West a distance of 244.36 feet to a point; thence North 22 degrees 22 minutes 45 seconds East a distance of 82.75 feet to a point; thence North 29 degrees 26 minutes 40 seconds West a distance of 689.04 feet to a point; thence South 53 degrees 05 minutes 00 seconds West a distance of 144.25 feet to a point on the easterly boundary line of Hawks Ridge Drive (50-foot private road); thence along said boundary line the following courses and distances: North 38 degrees 55 minutes 20 seconds West a distance of 113.61 feet to a point, thence along a curve to the right a distance of 140.07 feet to a point (said curve having a radius of 100.00 feet, a chord bearing of North 01 degrees 12 minutes 10 seconds East and a chord length of 128.89 feet), thence North 41 degrees 19 minutes 40 seconds East a distance of 19.33 feet to a point, thence along a curve to the right a distance of 33.87 feet to a point on the southwesterly boundary line of Hawks Club Drive (50-foot private road) (said curve having a radius of 25.00 feet, a chord bearing of North 80 degrees 08 minutes 30 seconds East and a chord length of 31.34 feet); thence along the boundary line of Hawks Club Drive the following courses and distances: along a curve to the right a distance of 207.54 feet to a point (said curve having a radius of 325.00 feet, a chord bearing of North 42 degrees 45 minutes 05 seconds West and a chord length of 204.03 feet), thence North 24 degrees 27 minutes 30 seconds West a distance of 34.92 feet to a point; thence leaving said boundary line and proceeding North 89 degrees 33 minutes 25 seconds West a distance of 456.92 feet to an iron pin found; thence North 82 degrees 58 minutes 35 seconds West a distance of 293.08 feet along the property now or formerly of James Tidwell to an iron pin found; thence South 06 degrees 23 minutes 15 seconds West a distance of 190.00 feet to an iron pin found at the intersection of Land Lots 761, 762, 823 and 824 and the POINT OF BEGINNING.

LESS AND EXCEPT HAWKS CLUB DRIVE FROM TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 751, 760, 761, 762, 824 and 825 of the 3rd District, 2nd Section of Cherokee County, Georgia, shown as Hawks Club Drive (50-foot private road), consisting of 5.20 acres, on Boundary Survey for Hawks Ridge Golf Club, L.L.C., dated November 24, 1998, last revised October 14, 2001, by Wikle Land Surveying, Inc., and being more particularly described as follows:

To locate the True Point of Beginning, commence at an iron pin found the intersection of Land Lots 761, 762, 823 and 824; thence along the common line of Land Lots 762 and 823 North 89 degrees 47 minutes 20 seconds West a distance of 378.14 feet to a point; thence leaving said Land Lot line and proceeding North 03 degrees 52 minutes 15 seconds West a distance of 192.62 feet to a point along property now or formerly of Grey Hawk Ridge Development, L.L.C.; thence

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North 49 degrees 22 minutes 00 seconds West a distance of 607.05 feet to a point on the easterly boundary line of Hawks Lake Drive (50-foot private road); thence along said boundary line the following courses and distances: along a curve to the left a distance of 67.28 feet to a point (said curve having a radius of 125.00 feet, a chord bearing of North 28 degrees 51 minutes 50 seconds West and a chord length of 66.47 feet), thence North 44 degrees 17 minutes 00 seconds West a distance of 86.20 feet to a point, thence along a curve to the right a distance of 55.52 feet to a point (said curve having a radius of 175.00 feet, a chord bearing of North 35 degrees 11 minutes 40 seconds West and a chord length of 55.29 feet), thence North 26 degrees 06 minutes 20 seconds West a distance of 103.90 feet to a point, thence along a curve to the left a distance of 222.85 feet to a point (said curve having a radius of 225.00 feet, a chord bearing of North 54 degrees 28 minutes 50 seconds West and a chord length of 213.86 feet); thence leaving said boundary line and proceeding North 23 degrees 12 minutes 20 seconds East a distance of 107.44 feet to a point; thence North 32 degrees 30 minutes 00 seconds West a distance of 72.28 feet to a point; thence North 71 degrees 34 minutes 25 seconds East a distance of 69.08 feet to a point; thence South 70 degrees 26 minutes 55 seconds East a distance of 81.41 feet to a point; thence North 86 degrees 39 minutes 20 seconds East a distance of 153.68 feet to a point; thence North 65 degrees 08 minutes 55 seconds East a distance of 293.58 feet to a point; thence North 36 degrees 38 minutes 10 seconds East a distance of 227.51 feet to a point; thence North 25 degrees 33 minutes 15 seconds East a distance of 124.71 feet to a point; thence North 19 degrees 44 minutes 20 seconds East a distance of 52.80 feet to a point on the northeasterly boundary line of Hawks Club Drive, which point is the TRUE POINT OF BEGINNING; from the True Point of Beginning thus located, thence along the boundary line of Hawks Club Drive the following courses and distances: along a curve to the left a distance of 54.97 feet to a point (said curve having a radius of 275.46 feet, a chord bearing of South 47 degrees 38 minutes 30 seconds East and a chord length of 54.88 feet), thence South 41 degrees 55 minutes 25 seconds East a distance of 175.73 feet to a point, thence along a curve to the left a distance of 156.59 feet to a point (said curve having a radius of 314.40 feet, a chord bearing of South 27 degrees 39 minutes 20 seconds East and a chord length of 154.98 feet), thence along a curve to the left a distance of 32.94 feet to a point (said curve having a radius of 25.00 feet, a chord bearing of South 51 degrees 08 minutes 25 seconds East and a chord length of 30.61 feet), thence South 88 degrees 53 minutes 30 seconds East a distance of 158.94 feet to a point, thence South 17 degrees 02 minutes 35 seconds East a distance of 52.62 feet to a point, thence North 88 degrees 53 minutes 30 seconds West a distance of 164.86 feet to a point, thence along a curve to the left a distance of 38.16 feet to a point (said curve having a radius of 25.00 feet, a chord bearing of South 47 degrees 22 minutes 45 seconds West and a chord length of 34.56 feet to a point), thence along a curve to the left a distance of 105.85 feet to a point (said curve having a radius of 314.40 feet, a chord bearing of South 13 degrees 17 minutes 40 seconds West and a chord length of 105.35 feet), thence South 22 degrees 56 minutes 25 seconds West a distance of 145.85 feet to a point, thence along a curve to the left a distance of 238.71 feet to a point (said curve

having a radius of 140.00 feet, a chord bearing of South 25 degrees 54 minutes 25 seconds East a chord length of 210.82 feet), thence South 74 degrees 45 minutes 10 seconds East a distance of 426.54 feet to a point, thence along a curve to the right a distance of 456.54 feet to a point (said curve having a radius of 825.00 feet, a chord bearing of South 58 degrees 53 minutes 55 seconds East and a chord length of 450.74 feet), thence South 43 degrees 02 minutes 45 seconds East a distance of 133.34 feet to a point, thence along a curve to the right a distance of 137.88 feet to a point (said curve having a radius of 425.00 feet, a chord bearing of South 33 degrees 45 minutes 05 seconds East and a chord length of 137.28 feet), thence South 24 degrees 27 minutes 25 seconds East a distance of 91.97 feet to a point, thence along a curve to the right a distance of 334.69 feet to a point (said curve having a radius of 275.00 feet, a chord bearing of South 59 degrees 19 minutes 25 seconds East and a chord length of 314.41 feet), thence North 85 degrees 48 minutes 35 seconds East a distance of 173.29 feet to a point, thence along a curve to the right a distance of 401.22 feet to a point (said curve having a radius of 825.00 feet, a chord bearing of South 80 degrees 15 minutes 25 seconds East and a chord length of 397.285 feet), thence South 65 degrees 57 minutes 20 seconds East a distance of 338.22 feet to a point, thence along a curve to the left a distance of 162.36 feet to a point (said curve having a radius of 140.00 feet, a chord bearing of North 80 degrees 49 minutes 15 seconds East and a chord length 153.41 feet), thence North 47 degrees 35 minutes 55 seconds East a distance of 252.28 feet to a point, thence along a curve to the left a distance of 171.95 feet to a point (said curve having a radius of 230.00 feet, a chord bearing of North 26 degrees 10 minutes 50 seconds East and a chord length of 167.98 feet), thence along a curve to the right a distance of 124.76 feet to a point (said curve having a radius of 270.00 feet, a chord bearing of North 18 degrees 00 minutes 00 seconds East and a chord length of 123.65 feet), thence North 31 degrees 14 minutes 15 seconds East a distance of 74.27 feet to a point, thence along a curve to the left a distance of 45.15 feet to a point (said curve having a radius of 110.00 feet, a chord bearing of North 19 degrees 28 minutes 45 seconds East and a chord length of 44.84 feet), thence South 82 degrees 16 minutes 50 seconds East a distance of 50.00 feet to a point, thence along a curve to the left a distance of 65.68 feet to a point (said curve having a radius of 160.00 feet, a chord bearing of South 19 degrees 28 minutes 45 seconds West and a chord length of 65.21 feet), thence South 31 degrees 14 minutes 15 seconds West a distance of 74.27 feet to a point, thence along a curve to the left a distance of 101.65 feet to a point (said curve having a radius of 220.00 feet, a chord bearing of South 18 degrees 00 minutes 00 seconds West and a chord length of 100.75 feet), thence along a curve to the right a distance of 209.33 feet to a point (said curve having a radius of 280.00 feet, a chord bearing of South 26 degrees 10 minutes 50 seconds West and a chord length of 204.49 feet), thence South 47 degrees 35 minutes 55 seconds West a distance of 252.28 feet to a point, thence along a curve to the left a distance of 220.34 feet to a point (said curve having a radius of 190.00 feet, a chord bearing of South 80 degrees 49 minutes 15 seconds West and a chord length of 208.20 feet), thence North 65 degrees 57 minutes 20 seconds West a distance of 337.90 feet to a point, thence along a curve to the left a distance of 376.90 feet to a point

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(said curve having a radius of 775.00 feet, a chord bearing of North 80 degrees 15 minutes 25 seconds West and a chord length of 373.20 feet), thence South 85 degrees 48 minutes 35 seconds West a distance of 173.29 feet to a point, thence along a curve to the right a distance of 395.55 feet to a point (said curve having a radius of 325.00, a chord bearing of North 59 degrees 19 minutes 25 seconds West and a chord length of 371.58 feet), thence North 24 degrees 27 minutes 25 seconds West a distance of 91.97 feet to a point, thence along a curve to the left a distance of 121.66 feet to a point (said curve having a radius of 375.00 feet, a chord bearing of North 33 degrees 45 minutes 05 seconds West and a chord length of 121.13 feet), thence North 43 degrees 02 minutes 45 seconds West a distance of 133.34 feet to a point, thence along a curve to the left a distance of 428.87 feet to a point (said curve having a radius of 775.00 feet, a chord bearing of North 58 degrees 53 minutes 55 seconds West and a chord length of 423.42 feet), thence North 74 degrees 45 minutes 10 seconds West a distance of 426.54 feet to a point, thence along a curve to the right a distance of 323.96 feet to a point (said curve having a radius of 190.00 feet, a chord bearing of North 25 degrees 54 minutes 25 seconds West and a chord length of 286.12 feet), thence North 22 degrees 56 minutes 25 seconds East a distance of 145.85 feet to a point, thence along a curve to the left a distance of 299.33 feet to a point (said curve having a radius of 264.40 feet, a chord bearing of North 09 degrees 29 minutes 30 seconds West and a chord length of 283.60 feet), thence North 41 degrees 55 minutes 25 seconds West a distance of 175.73 feet to a point, thence along a curve to the left a distance of 29.63 feet to a point (said curve having a radius of 225.46 feet, a chord bearing of North 45 degrees 41 minutes 25 seconds West and a chord length of 29.61 feet); thence leaving the boundary line of Hawks Club Drive and proceeding North 19 degrees 44 minutes 20 seconds East a distance of 52.80 feet to a point, being the POINT OF BEGINNING.

FURTHER LESS AND EXCEPT FROM TRACT 1 THE RACKLEY TRACT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 761 and 762 of the 3rd District, 2nd Section of Cherokee County, Georgia, shown as part of Lot 26, consisting of 1.47 acres, on Lot Survey for Brady L. Rackley III and Blair N. Rackley, dated September 19, 2000 by Wikle Land Surveying, P.C., and being more particularly described as follows:

BEGINNING at an iron pin found at the intersection of Land Lots 761, 762, 823 and 824; thence North 89 degrees 47 minutes 20 seconds West a distance of 378.14 feet along the common Land Lot line of Land Lots 762 and 823 to an iron pin found; thence leaving said Land Lot line and proceeding North 03 degrees 52 minutes 15 seconds West a distance of 192.62 feet to an iron pin found; thence South 76 degrees 48 minutes 40 seconds East a distance of 184.39 feet to an iron pin set; thence North 86 degrees 53 minutes 45 seconds East a distance of 230.32 feet to an iron pin set; thence South 06 degrees 23 minutes 15 seconds West a distance of 165.00 feet to an iron pin found and the POINT OF BEGINNING.

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FURTHER LESS AND EXCEPT LOT 66A-UNIT IV FROM TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 762 of the 3rd District, 2nd Section of Cherokee County, Georgia, and being more particularly described as Lot 66A, containing 1.51 acres, on that certain Final Subdivision Plat of Hawks Ridge Unit IV dated June 12, 2000, revised on November 9, 2001, and recorded February 2, 2002, in Plat Book 68, Page 130, Cherokee County, Georgia records.

FURTHER LESS AND EXCEPT AN ADDITION TO LOT 28-UNIT II FROM TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 761 of the 3rd District, 2nd Section of Cherokee County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the intersection Land Lots 762, 761, 823 and 824; thence N06°23'15"E, 190.00 feet to a point; thence S82°58'35"E, 293.08 feet to an iron pin found at the northwestern corner of Lot 28 as shown on the Final Subdivision Plat of Hawks Ridge, Unit II, recorded January 18, 2000, in Plat Book 61, Page 122, Cherokee County, Georgia records and being the POINT OF BEGINNING; thence N80°29'15"E, 428.09 feet to an iron pin set on the southwesterly boundary line of Hawks Club Drive (50-foot private road); thence along said private road and a curve to the left an arc distance of 24.95, said arc having a radius of 375.00 feet, and being subtended by a chord line having a magnetic bearing of S26°21'45"E, and a distance of 24.95 feet to a point; thence S24°27'30"E, 91.97 feet to a point at the northeasterly corner of said Lot 28; thence S89°33'25"E, 456.92 feet along the original northern lot line of said Lot 28 to an iron pin found at the POINT OF BEGINNING; containing 0.39 acres.

Said tract or parcel of land is shown on that certain Lot Survey for Housing Trends prepared by Wikle Land Surveying, P.C., Ron R. Wikle, Jr., G.R.L.S. No. 2578, dated January 3, 2002.

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 824 of the 3rd District, 2nd Section of Cherokee County, shown as Golf Course Maintenance Center "Out Parcel" on the Final Subdivision Plat of Hawks Ridge Unit - II by Wikle Land Surveying, P.C., Ron R. Wikle, Georgia Registered Surveyor No. 2578, dated June 7, 1999, recorded January 18, 2000 in Plat Book 61, Page 122, Cherokee County, Georgia Records, consisting of 4.78 acres.

Recd-18-2002

Exhibit "B"

MAINTENANCE PROPERTY

The Maintenance Property shall mean that property described below:

- (a) Landscaping, irrigation, lighting and signage of the front and rear gated entrances, including the gatehouses;
- (b) Landscaping, street trees, irrigation, signage and lighting of Hawks Club Drive and Hawks Ridge Drive;
- (c) Landscaping, street trees, irrigation, signage and lighting of any arterial roads within the Development;
- (d) All "Common Areas" of the Development, as such term is defined in the Residential Declaration;
- (e) All portions of the "Area of Common Responsibility", as such term is defined in the Residential Declaration;
- (f) The helicopter pad located within the Development; and
- (g) All lakes and dams located within the Development.

This Exhibit "A" may be amended unilaterally by the Declarant at any time for the purpose of designating additional property as Maintenance Property or deleting any property previously included as Maintenance Property by filing an amendment to this Declaration in the offices of the Clerk of the Superior Court of Cherokee County, Georgia, deleting this Exhibit "A" and substituting a new Exhibit "A" which incorporates a revised description of the Maintenance Property.

Exhibit "C"

ASSESSMENT ALLOCATIONS

The Club and the Association shall share the costs of providing the Joint Budget Items based on the following allocations:

1. The Association shall be obligated to pay the Club for one hundred percent (100%) of the costs of providing the Joint Budget Items that benefit solely the Residential Property, including but not limited to, the costs for maintaining, repairing and replacing the following portions of the Maintenance Property:

- a. Landscaping, street trees, irrigation, signage and lighting of Hawks Ridge Drive;
- b. Landscaping, street trees, irrigation, signage and lighting of the arterial roads within the Residential Property; and
- c. Any lakes and dams within the Development serving solely the Residential Property.

2. The Club shall be obligated to pay, without reimbursement from the Association, one hundred percent (100%) of the costs of providing the Joint Budget Items that benefit solely the Club Property, including but not limited to, the costs for maintaining, repairing and replacing the following portions of the Maintenance Property:

- a. That portion of George McClure Lane providing access solely to the golf maintenance facility;
- b. That portion of Hawks Club Drive providing access solely to the Club's clubhouse and other facilities; and
- c. Any lakes and dams located within the Development serving solely the Club Property.

3. The Association and the Club shall share equally in the costs of providing the Joint Budget Items that benefit both the Residential Property and the Club Property, including but not limited to the costs for maintaining, repairing and replacing the following portions of the Maintenance Property:

- a. Landscaping, irrigation, lighting and signage of the front and rear gated entrances, including the gatehouses;
- b. Landscaping, street trees, irrigation, signage and lighting of Hawks Club Drive, except as set forth above;
- c. The helicopter pad; and
- d. Any lakes and dams within the Development serving both the Residential Property and the Club Property.