Prepared by and after recording return to: Heather M. Ison

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STATE OF GEORGIA

HENRY COUNTY

**AMENDED RESTRICTIVE COVENANTS AND RESTRICTIONS**

**FOR THE MCKENZIE STATION SUBDIVISION**

**HENRY COUNTY, GEORGIA**

**THIS DECLARATION OF RESTRICTIVE COVENANTS**, made and published this \_\_\_\_\_\_\_ day of July 2003, by the owners of the parcels of land making up the Mckenzie Station Subdivision (hereinafter referred to as "Declarants").

**W I T N E S S E T H :**

**WHEREAS**, Declarants are fee simple owners of one or more tracts or parcels of land lying and being in Henry County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by reference incorporated herein and made a part hereof, (hereinafter referred to as the "Submitted Property" or the “Property”); and

**WHEREAS**, Declarants have improvements on the Submitted Property, a subdivision known as “**McKenzie Station**" (hereinafter referred to as the "Subdivision"); and

**WHEREAS**, Declarants desire to enhance the value and provide for the uniform development and maintenance of the "Subdivision";

**NOW THEREFORE**, the Declarants hereby declare as follows:

A. That the Submitted Property shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, restrictions and easements, all of which are in furtherance of a plan for Subdivision, improvement and sale of real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each “Owner” (as hereinafter defined) and his/her heirs, successors and assigns.

**ARTICLE I - DEFINITIONS**

The following terms, when used herein, shall have the meaning ascribed thereto below:

**1.0 "Architectural Control Committee"** shall mean the committee established pursuant to Article V to supervise compliance with the "Design Standards".

**1.1 "Articles"** shall mean and refer to the Articles of Incorporation of the "Association", as amended from time to time.

**1.2 "Assessment"** shall mean and refer to an Owner's share of the charges, fees or other expenses from time to time assessed against the Owner by the Association in the manner herein provided.

**1.3 "Assessment Year"** shall mean the calendar year.

**1.4 "Association"** shall mean “**McKenzie Station Homeowners Association**”, a Georgia non-profit corporation, or any successor thereof, charged with the duties and obligations of the Association hereunder, its successors and assigns.

**1.5 "Board"** shall mean the Board of Directors of the Association, duly elected and acting pursuant to the Articles and By-Laws.

**1.6 "By-Laws"** shall mean and refer to the By-Laws of the Association which have been adopted by the Board, as they may from time to time be amended.

**1.7 "Commencement Date"** shall mean the date designated by Declarants, upon which "Lots" become subject to Assessments.

**1.8 "Common Property"** shall mean all real and all personal property in which the Association owns an interest for the common use and enjoyment of all the "Owners". Said interest or interests may include, without limitation, estates in fee, estates for a term of years, usufructs or easements.

**1.9 “Declaration of Acceptance of Covenants and Description of Property”** (hereafter “Acceptance”) shall also refer to this Declaration wherein the Owners/Declarants shall subject their property to the restrictive covenants contemplated herein.

**1.10 "Declarants"** shall mean and refer to: (a) persons executing the declarant section at the end of this document, or (b) any successor-in-title to persons listed in “(a)”.

**1.11 "Lot"** shall mean a parcel of land designated as a lot on a "Plat" of the Subdivision that is recorded of record in the office of the Clerk of the Superior Court of Henry County, Georgia.

**1.12 "Owner"** shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot upon which a permanent home has been constructed and is occupied in accordance with this Declaration; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner. "Owner" shall mean and include Declarants so long as Declarant is an owner of a lot in the subdivision.

**1.13 "Restrictions"** means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

**1.14 "Submitted Property"** means the property described in Exhibit "A" hereto attached and by reference made a part hereof and that property which may be subsequently added and made a part hereof.

**1.15 "Two-Thirds Vote"** means a favorable vote by at least two-thirds (2/3rds) of the votes which are represented in person or by proxy and voting at a meeting of Owners duly held in accordance with the provisions of the By Laws of the Association and this Declaration.

**1.16 "Structure"** means (a) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not of limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvements to such Lot; (b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of the Section 1.16 applies to such change.

**1.17 "Subdivision"** means the Property subdivided, having a plat made thereof, and approved by Henry County, Georgia, and any property subsequently added thereto by amendment.

**1.18 "Plat" or "Plats"** means the subdivision plat recorded in the Office of the Clerk of Superior Court of Henry County, Georgia.

**1.19 “Property”** means the property described in Exhibit “A” hereto attached and by reference made apart hereof and any property subsequently added thereto by amendment and made a part hereof.

**ARTICLE II - COMMON PROPERTY**

**2.1 Conveyance of Common Property:**

2.1.1 The developer may from time to time convey real and personal

property to the Association, or grant easements to the Association to be held by the Association as Common Property.

2.1.2 It is contemplated by the Declarants that the developer may

convey to the Association Common Property for scenic and natural area preservation, recreational use and landscape maintenance.

2.1.3 In addition to the property described in Section 2.1.2, the developer may convey to the Association in accordance with this Section 2.1.3 such other real and personal property as the developer may determine to be necessary or proper for the completion of the Subdivision.

2.1.4 Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Submitted Property owned by the developer and designated as Common Property, future Common Property or designated for public use shall be reserved to the developer until such time as the same shall be conveyed to the Association or to any third party, municipality or other governmental body, agency or authority.

**2.2 Right of Enjoyment.** Every Owner shall have a right and easement to use and enjoy the Common Property, which right and easement shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions as it may from time to time establish. The right of the Association to permit persons who are not Owners to use and enjoy part or all of the Common Property, includes the right of the Association to establish different categories of rights to use the Common Property, including varying rights for residents of the Subdivision, of adjoining subdivisions, and of others. The right and easement of enjoyment granted or permitted by this Section 2.2 is subject to suspension by the Association as herein provided.

**2.3 Rights of the Association.** The rights and privileges conveyed in Section 2.2 hereof shall be subject to the right of the Association acting through the Board to: (a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Property; (b) borrow money for the purpose of carrying out the activities of the Association, and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property including Common Property and revenues from Assessments, user fees and other sources; provided, however, the Association shall not deed, grant or convey to anyone any mortgage, deed to secure debt or other security interest on or in Common Property constituting real estate without a two-thirds vote; (c) grant easements or rights-of-way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system; (d) dedicate or transfer all or any part of the Common Property or interests therein to any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a two-thirds vote, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority; (e) charge reasonable fees in connection with the admission to and use of its facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes; (f) suspend, pursuant to Section 3.5, the voting rights of any Owner and the right of enjoyment granted or permitted by Section 2.2; (g) sell, lease or otherwise convey all or any part of its properties and interests therein; and (h) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof.

**2.4 Types of Common Property.** At the time of the conveyance of any real property or grant of easement by the developer to the Association to be used as Common Property, the developer may designate in the deed of conveyance or easement that such real property is to be Common Property, and further may, subject to the applicable zoning ordinances of Henry County, Georgia, designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds vote, be used for any different purpose or purposes.

**2.5 Delegation of Use.** Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the By Laws, his right to use and enjoy the Common Property.

**ARTICLE III - THE ASSOCIATION**

**3.1 Purposes, Powers and Duties of the Association.** The Association has been formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the inhabitants of the Subdivision. To the extent necessary to carry out such purpose, the Association (a) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code; and (b) shall have the power and duty to exercise all of the duties and obligations of the Association as set forth in this Declaration.

**3.2 Membership in the Association.** Every Owner shall automatically be a member of the Association upon execution of the Acceptance and such membership shall terminate only as provided in this Declaration or the By Laws of the Association.

**3.3 Voting Rights.**

When entitled to vote, Owners shall be entitled to cast one vote for each lot in which they hold and interest required for membership. When more than one person holds such interest in any lot, all such persons shall be considered one Owner. The vote for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot shall not be counted.

**3.4 Board of Directors.**

3.4.1 The affairs of the Association shall be managed by the Board.

The number of Directors and the method of election of Directors shall be as set forth in the By Laws.

3.4.2 The Board of Directors are empowered to borrow funds for the operation, maintenance and further development of property titled in the name of the Association. Said loans may be paid from the assessments levied under Article IV hereof.

3.4.3 The Board of Directors may authorize the payment of salaries to its members and the reimbursement of out-of-pocket expenses and travel expenses of its members that are incurred for the benefit of the Association.

**3.5 Suspension of Membership.** The Board may suspend the voting rights of any Owner and the right of enjoyment of the Common Property of any person who (a) shall be subject to the "Right of Abatement" (as defined in Section 8.2) by reason of having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards within thirty (30) days after having received notice of the same pursuant to the provisions hereof; (b) shall be delinquent in the payment of any Assessments; or (c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of the Common Property. Such suspension shall be for the balance of the period in which such Owner or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section 3.5, the suspension may be for a period not to exceed sixty (60) days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

**3.6 Termination of Membership.** Membership shall cease only when a person ceases to be an Owner.

**3.7 Voting Procedures.** The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the Owners shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles and the By Laws.

**ARTICLE IV - ASSESSMENTS**

**4.2 Purpose of Assessment.** The Assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the inhabitants of the Subdivision, including, but not limited to, maintenance of the yards by grass cutting, edging of front and rear yards, blowing of the driveways and any necessary yearly fertilizing, security services and systems, the acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions, the enforcement of the Design Standards, the payment of operating costs and expenses of the Association and the payment of all principal and interest when due on all debts owed by the Association. Yard maintenance by the Association, as described herein, shall not include additional landscaping, adding flowers, bushes or other shrubbery, and shall not include the placement or replacement of pine straw or other mulching.

**4.3 Accumulation of Funds Permitted.** The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

**4.4 Annual Assessment.** Each year the Declarants will set the annual Assessment. Unless otherwise stated, said annual assessment shall be due and payable within thirty (30) days from the date the annual assessment is set.

**4.5 Special Assessment for Capital Improvements.** In addition to the annual Assessments authorized by this Article IV, the Association may levy, in any Assessment year and with such frequency as the Association shall deem necessary, special Assessments for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property, provided that any such special Assessment shall have been approved by a two-thirds vote.

**4.6 Assessment Procedure.**

4.6.1 The Board shall establish the annual Assessment for each

Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article IV, and shall also establish the date during the Assessment Year on which the annual Assessment shall be due and payable (such date is hereinafter referred to as the "Due Date"). The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the Due Date written notice setting forth the amount of the annual Assessment and the Due Date. The annual Assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual Assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special Assessments which may be levied in accordance with the provisions of this Article IV.

4.6.2 All Owners shall be given written notice by the Board not less

than ten (10) nor more than thirty (30) days in advance of any meeting of the Owners at which the Board shall propose taking action pursuant to Section 4.5. For the purposes of this Section 4.6, the presence of Owners or of proxies entitled to cast fifty percent (50%) of all of the votes shall constitute a quorum. If the quorum required by this Section 4.6.2 is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement.

**4.7 Uniform Rate of Assessment.** Both annual and special Assessments

must be fixed at a uniform rate for all Lots. The assessment cannot be increased more that 10% annually from the original amount.

**4.8 Effect of Nonpayment of Assessment.** Any annual Assessment

which is not paid on or before the Due Date and any special Assessment which is not paid on or before the date set by the Board shall bear interest after the Due Date with respect to annual Assessments or the date set by the Board with respect to special Assessments, at the lower of the highest legal rate of interest which can be charged or the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. In the event of default in the payment of any one or more installments of an Assessment, the Board may declare any remaining balance of the Assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot enforceable in accordance with the provisions of this Declaration.

**4.9 Certificate of Payment.** Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all Assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all Assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

**ARTICLE IX**

**DURATION AND AMENDMENT**

**9.1 Duration.** The Declaration and the Restrictions contained herein shall

run with and bind the Submitted Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of the county in which the Submitted Property is located, after which time this Declaration and the Restriction shall be automatically renewed for successive periods of ten (10) years; provided, however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the Office of the Clerk of the Superior Court of Henry County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by Two-Thirds Vote.

**9.2 Amendments by Association.** Amendments to this Declaration shall be proposed and adopted in the following manner: (a) notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Owner; (b) at such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or the Owners. Such amendment must be approved by a two-thirds vote; provided, however (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee; and (c) the agreement of the required percentage of the Owners and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President and any Vice-President or the Secretary of the Association attached to or incorporated the amendment executed by the Association, which sworn statement shall state unequivocally that the Agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

**ARTICLE X**

**HUD COMPLIANCE**

**10.1 VA/HUD Approval.** So long as the project is approved by the U.S. Department of Housing and Urban Development (“HUD”) for insuring or the U.S. Department of Veterans Affairs (“VA”) for guaranteeing any Mortgage in the Community the following actions shall require the prior approval of the VA and/or HUD as applicable: annexation of additional property to the Community; dedication of Common Property to any public entity; merger, consolidation or dissolution of the Association; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

**ARTICLE XI**

**MISCELLANEOUS**

**11.1 No Reverter.** No restriction herein is intended to be, or shall be

construed as, a condition subsequent or as creating a possibility of reverter.

**11.2 Severability.** A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

**11.3 Headings.** The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

**11.4 Gender.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

**11.5 Notices.** All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to the Declaration, whether made by the Declarants, the Association, an Owner, or any person, shall be in writing. All such notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents shall be deemed to have been duly given or made if either delivered personally or mailed by Certified Mail, Return Receipt Requested, addressed to the parties, as the addresses set forth below:

Declarants/Owners: Each Owner's Address as registered with the Association in accordance with the By-Laws or, if no address has been registered, at the Owner's Lot.

Any such notice, request, objection, waiver, rejection, agreement, approval, disclosure or consent shall be deemed received by the party to whom addressed on the date appearing on the return receipt therefor. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been received by the other party shall constitute receipt of the notice, demand or request sent. Any item delivered by personal delivery shall be deemed received on the date of the personal delivery.

**11.6 Liability.** Declarants has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarants shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarants shall have no such liability. Neither the board, the directors, the officers of the Association, nor the Declarants shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever of such board, directors, officers or Declarants, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify, defend and hold harmless each of the board, directors, officers, Declarants, and its respective devisees, legatees, heirs, executors, administrators, legal representatives, successors and assigns, in accordance with the provisions of the By Laws. Nothing herein contained shall make responsible or subject to liability any successor to the Declarants by operation of law or through purchase of the Declarants's interest in the Submitted Property (or any part thereof) at foreclosure, sale under power, or by deed in lieu of foreclosure, for any act, omission or matter occurring or arising from any act, omission or matter occurring, prior to the time such successor succeeded to the interest of the Declarants.

**11.7 Constructive Notice.** Each Owner, by his acceptance of a deed or

other conveyance of a Lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this Declaration.

**11.8 Binding Effect.** This Declaration shall be binding upon the undersigned, their heirs, administrators, successors and assigns. Said Declaration shall run with the title to the property described in the Declaration and any subsequent property that is added hereto by amendment.

**IN WITNESS WHEREOF**, the Declarants have hereunto set its hands and affixed its seals as of the day and year first above written.

Declarants: Pursuant to Georgia Code 44-3-226 Section D. I ,Clay Loyd, President of the McKenzie Station Home Owners Association do hear by swear that I have received annual dues to the HOA in the amount of $28.51 USD from the majority of home owners(68%). This is a representation of acceptance of the amendment to the instrument to further establish the MSHOA.

All of the property below described is within the 123rd Land Lot of the 7th District of Henry County, Georgia, of the McKenzie StationSubdivision (a/k/a Oakpark Subdivision).

**EXHIBIT A**

**Tract I**:

All those tracts or parcels of land lying and being in Land Lot 123 of the 7th District of Henry County, Georgia, being shown as **Oakpark Unit I** on a survey, dated June 7, 1989, revised March 23, 1990, June 12, 1991, and August 13, 1992. Said survey was prepared by Chester M. Smith, Jr., RLS # 1445, for Oakpark Unit I, consisting of 16 lots in Block A and 3 Lots in Block B and being recorded in the Record Room of the Henry County Superior Court in Plat Book 20, Page 282.

**Tract II**:

All those tracts or parcels of land lying and being in Land Lot 123 of the 7th District of Henry County, Georgia, being shown as **Oakpark – Phase II-A** on a survey, dated November 12, 1991. Said survey was prepared by Chester M. Smith, Jr., RLS # 1445, for Oakpark – Phase II-A, consisting of lots 17 through 24 and being recorded in the Record Room of the Henry County Superior Court in Plat Book 20, Page 58.

**Tract III**:

All those tracts or parcels of land lying and being in Land Lot 123 of the 7th District of Henry County, Georgia, being shown as **Oakpark – Phase III** on a survey, dated March 12, 1993 and revised August 24, 1993. Said survey was prepared by Chester M. Smith, Jr., RLS # 1445, for Oakpark – Phase III, consisting of lots 4 through 25 and being recorded in the Record Room of the Henry County Superior Court in Plat Book 22, Page 90.

**Tract IV**:

All those tracts or parcels of land lying and being in Land Lot 123 of the 7th District of Henry County, Georgia, being shown as **Oakpark – Phase IV-A** on a survey, dated October 20, 1995. Said survey was prepared by Chester M. Smith, Jr., RLS # 1445, for Oakpark – Phase IV-A, consisting of lots 1 through 5 and being recorded in the Record Room of the Henry County Superior Court in Plat Book 25, Page 7.

**Tract V**:

All those tracts or parcels of land lying and being in Land Lot 123 of the 7th District of Henry County, Georgia, being shown as **Oakpark – Phase IV-B** on a survey, dated November 1, 1995 and revised May 15, 1997. Said survey was prepared by Chester M. Smith, Jr., RLS # 1445, for Oakpark – Phase IV-B, consisting of lots 6 through 10, 45 through 50, and 52 through 57 and being recorded in the Record Room of the Henry County Superior Court in Plat Book 26, Page 139.

**Tract VI**:

All those tracts or parcels of land lying and being in Land Lot 123 of the 7th District of Henry County, Georgia, being shown as **Oakpark – Phase V** on a survey, dated June 12, 1997, and revised on April 6, 1999. Said survey was prepared by Chester M. Smith, Jr., RLS # 1445, for Oakpark – Phase V, consisting of lots 12 through 23, 25 through 30, and 32 through 44 and being recorded in the Record Room of the Henry County Superior Court in Plat Book 25, Page 7.