Deed Book 13329 Pg 4389
Filed and Recorded Feb-12-2001 09:38am
2001-0021107

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Amended
11/22/02

Upon recording, return to:
Sheri S. Labovitz, Esq.
5655 Glen Errol Road
Atlanta, Georgia 30327

EASEMENT AGREEMENT

This Indenture, made and entered into as of this 31 day of August, 2000, by and between COUSINS REAL ESTATE CORPORATION, hereinafter individually and collectively referred to as "Grantor", and GUY OCHELTREE, CAROLE OCHELTREE, and ANGELA OCHELTREE, hereinafter collectively referred to as "Grantee".

W I T N E S S E T H:

WHEREAS, Grantee is the owner of approximately 10 acres of real property lying and being in Land Lot 216 of the 19th District, 2nd Section, Cobb County, Georgia, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Grantee's Property"); and

WHEREAS, Grantor is the owner of that certain twenty (20) foot wide parcel more particularly shown on Exhibit "B" attached hereto and made a part hereof (the "Easement Tract") which Easement Tract is located in a single family subdivision developed by Grantor known as Echo Mill (the "Project"); and

WHEREAS, Grantor has agreed to provide to Grantee an easement for ingress and egress onto Harbor Mist Drive pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for an in consideration of ONE DOLLAR ($1.00) in hand paid by each of the parties hereto to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, with the intention of being legally bound, do hereby covenant and agree as follows:

I. Easement for Ingress and Egress. Grantor has this date bargained and sold, and by these presents does bargain, sell, convey, transfer, and deliver unto and for the benefit of Grantee, Grantee's invitees, and their successors and assigns, an easement (the "Easement") over and upon the Easement Tract for the purpose of constructing, at Grantee's expense, a twelve (12)

foot wide concrete drive (the "Driveway") for ingress and egress (but not parking) from Harbor Mist Drive to Grantee's Property, subject to the following restrictions:

a) The Driveway to be constructed in the Easement Tract shall serve only one (1) residential dwelling. In the event that the Driveway shall provide access to Harbor Mist Drive to more than one (1) residential dwelling, Grantor, and its successors and assigns, including, specifically, the Echo Mill Homeowners' Association, shall have the right to terminate the Easement upon ten (10) days prior notice to Grantee.

b) Grantee shall landscape and irrigate (with in-ground irrigation) that portion of the Easement Tract located on either side of the Driveway pursuant to a landscape plan approved by Grantor. Grantee shall bear all cost and expense of maintaining and repairing the Easement Tract.

c) Grantee shall allow to be installed by Grantor, at Grantee's expense ($350.00), an "Echo Mill style" mailbox, and shall maintain such mailbox on the Easement Tact at Harbor Mist Drive;

d) In the event that Grantee shall fail to perform any construction or maintenance obligations hereunder, then Grantor, at its option and with thirty (30) days prior written notice, in addition to any other remedies it may have at law or in equity, may proceed to perform such defaulted obligation on behalf of Grantee (and shall have a license to do so). The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) Grantee cures the default, or (ii) if the default cannot be reasonably cured within that time period, Grantee begins to cure such default within such time period and diligently pursues such action to completion. Within fifteen (15) days after written demand therefor, including providing copies of invoices reflecting cost(s), Grantor shall reimburse Grantee for any sum reasonably expended by Grantor in correcting any such default, together with interest thereon at the rate of twelve percent (12%) per annum and, if such reimbursement is not paid within said fifteen (15) days and collection is required, Grantor's reasonable costs of collection.

II. Recreational Facilities Use Agreement. Grantor hereby grants to Grantee an option (the "Option") to enter into that certain Recreational Facilities Use Agreement (the "Use Agreement") pursuant to which Grantee would have the right to use the recreational amenities in the Project upon payment of the annual assessment levied pursuant the Declaration as such term is defined in the Use Agreement attached hereto as Exhibit "C" and made a part hereof. Grantee may exercise the Option by delivering to Grantor on or before January 15, 2002, he Use Agreement executed by Grantee, whereupon Grantor shall execute the Use Agreement and record the same in Cobb County, Georgia records.

III. Notices. Any notice required or permitted hereunder shall be given in writing, by hand-delivery (with proof of delivery and receipt) or by certified mail, return receipt requested (with delivery to be evidenced by signed return receipt) addressed to the parties at the addresses set forth below (which may be changed upon written notice as provided herein at least 20 days prior to the effectiveness of such address change):

Deed Book 13329 Pg 4391

GRANTOR:

Cousins Real Estate Corporation
2500 Windy Ridge Parkway
Suite 1600
Atlanta, Georgia 30339-5683

GRANTEE:

Guy Ocheltree, Carol Ocheltree
and Angela Ocheltree
5595 Pilkons Rd
Powder Springs GA 30127

IV. Miscellaneous.

a) This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

b) This Easement Agreement instrument constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and this Easement may not be amended or modified unless set forth in writing between the parties hereto or their successors-in-title as to the property affected thereby.

c) Subject to Section I(a) above, this Easement shall run with the land and shall be binding upon and enure to the benefit of successors in title.

IN WITNESS WHEREOF, the undersigned have executed and sealed this Easement Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

NOTARY PUBLIC COBB COUNTY GA EXP. JUL 27 2004

COUSINS REAL ESTATE CORPORATION,
a Georgia liability company

By:
Bruce E. Smith,
President - Residential Division

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:
My Commission Expires
January 23, 2004

[NOTARIAL SEAL]

GRANTEE:

Guy Ocheltree

Carol Ocheltree

Angela Ocheltree

Deed Book 13329 Pg 4393

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 216 of the 19th District 2nd Section, Cobb County, Georgia being more particularly described as follows:

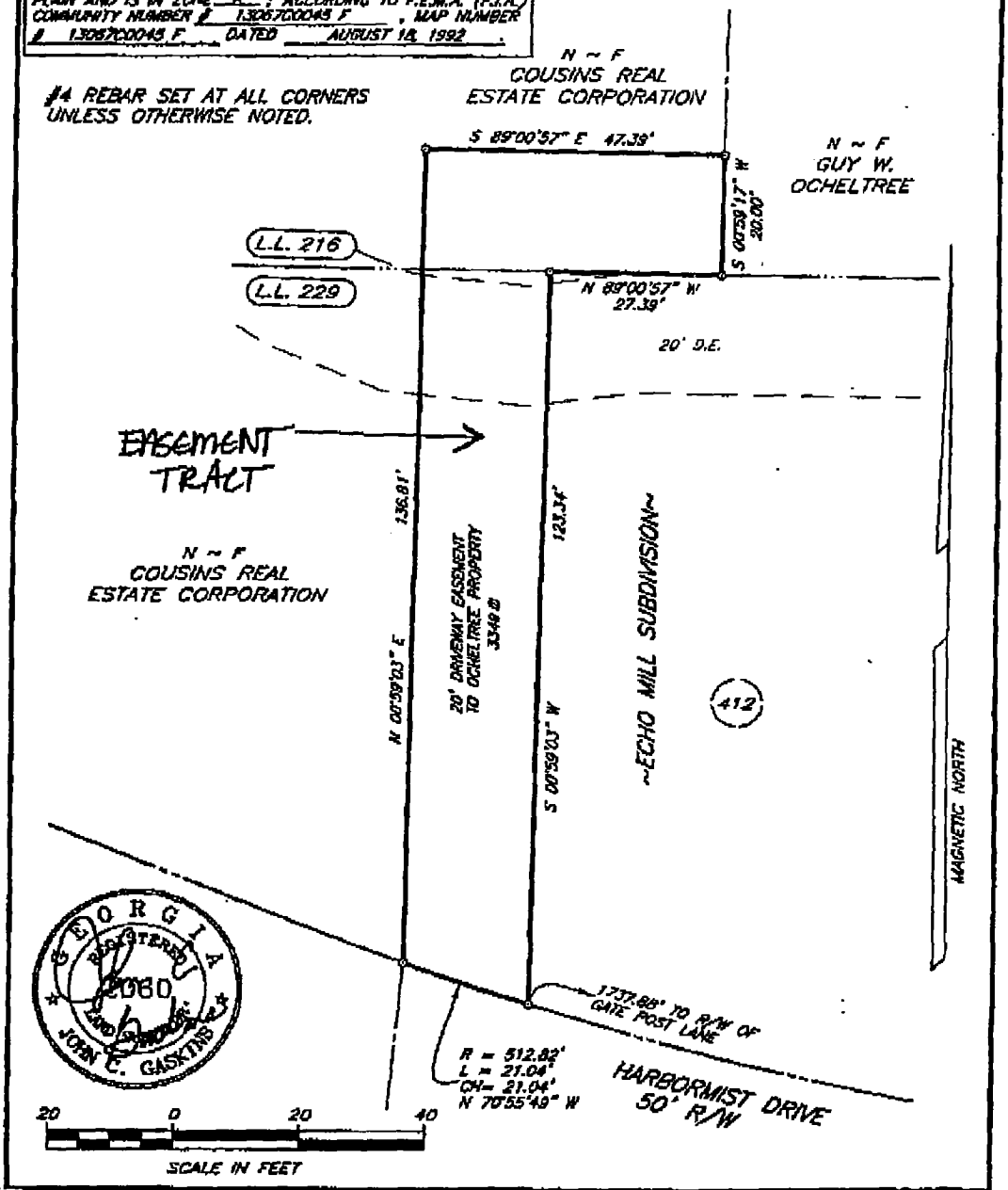
BEGINNING at a ¾" open top pin found at the intersection of Land Lots 215, 216, 229 and 230; thence North 86 degrees 56 minutes 13 seconds West a distance of 851.80 feet to a ½ inch crimp top pin found; thence North 03 degrees 04 minutes 05 seconds East a distance of 511.53 feet to an iron pin set; thence South 86 degrees 55 minutes 23 seconds East a distance of 851.66 feet to an iron pin set on the eastern land lot line of Land Lot 216; thence South 03 degrees 03 minutes 10 seconds West along said land lot line a distance of 511.33 feet to the POINT OF BEGINNING.

Said Tract consisting of 10.000 acres as shown on that certain Survey for Guy Ocheltree, prepared by Barton Surveying, Inc., dated March 17, 2000.

Deed Book 13329 Pg 4394

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER ; LINEAR PRECISION OF TRAVERSE : 1/10,000+ ; ANGULAR PRECISION ; 15" √n . THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT : 1/153,844 . MATTERS OF TITLE ARE EXCEPTED.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE X ; ACCORDING TO F.E.M.A. (F.I.A.) COMMUNITY NUMBER # 130670 0045 F , MAP NUMBER # 13067C0045 F DATED AUGUST 18, 1992 .



DATE : 1-25-01	REVISIONS
SCALE : 1"=20'	
DRAWN BY : J.L.W.	
CHECKED BY :	
E:\078\CANT7-3ESMT	

GASKINS SURVEYING CO.

1266 POWDER SPRINGS RD.
MARIETTA , GEORGIA 30064
(770) 424-7168

SURVEY FOR:

ECHO MILL NEIGHBORHOOD ASSOCIATION INC.

ECHO MILL UNIT VII

LOCATED IN L.L. 216 & 229
19th DISTRICT, 2nd SECTION
COBB COUNTY, GA.

EXHIBIT B

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT is made as of the 20th day of November, 2002 by and between COUSINS REAL ESTATE CORPORATION ("Grantor") and GUY OCHELTREE, CAROLE OCHELTREE, and ANGELA OCHELTREE (collectively, "Seller").

BACKGROUND

Grantor and Grantee entered into that certain Easement Agreement dated August 31, 2000, recorded at Deed Book 13329, page 4389, Cobb County, Georgia (the "Agreement"). Grantor and Grantee desire to amend the Agreement as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of Ten ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby to amend, and the Agreement is hereby amended, as follows.

1. Exhibit "B" is hereby deleted in its entirety, and the plat attached hereto as Exhibit "B" is hereby substituted in lieu thereof.

2. Except as amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto as of the day and year indicated next to their signatures.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

GRANTOR:

COUSINS REAL ESTATE CORPORATION

By: _____
Bruce E. Smith
President –Residential Division

[CORPORATE SEAL]

Deed Book 13652 Pg 5754
Filed and Recorded Dec-23-2002 11:32am
2002-0248336

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Signed, sealed and delivered in the presence of:

Witness

Notary Public VICKI OWUSU
Notary Public, Cobb County, Georgia
My Commission Expires June 18, 2003

[NOTARIAL SEAL]

N.P. SEAL

GRANTEE:

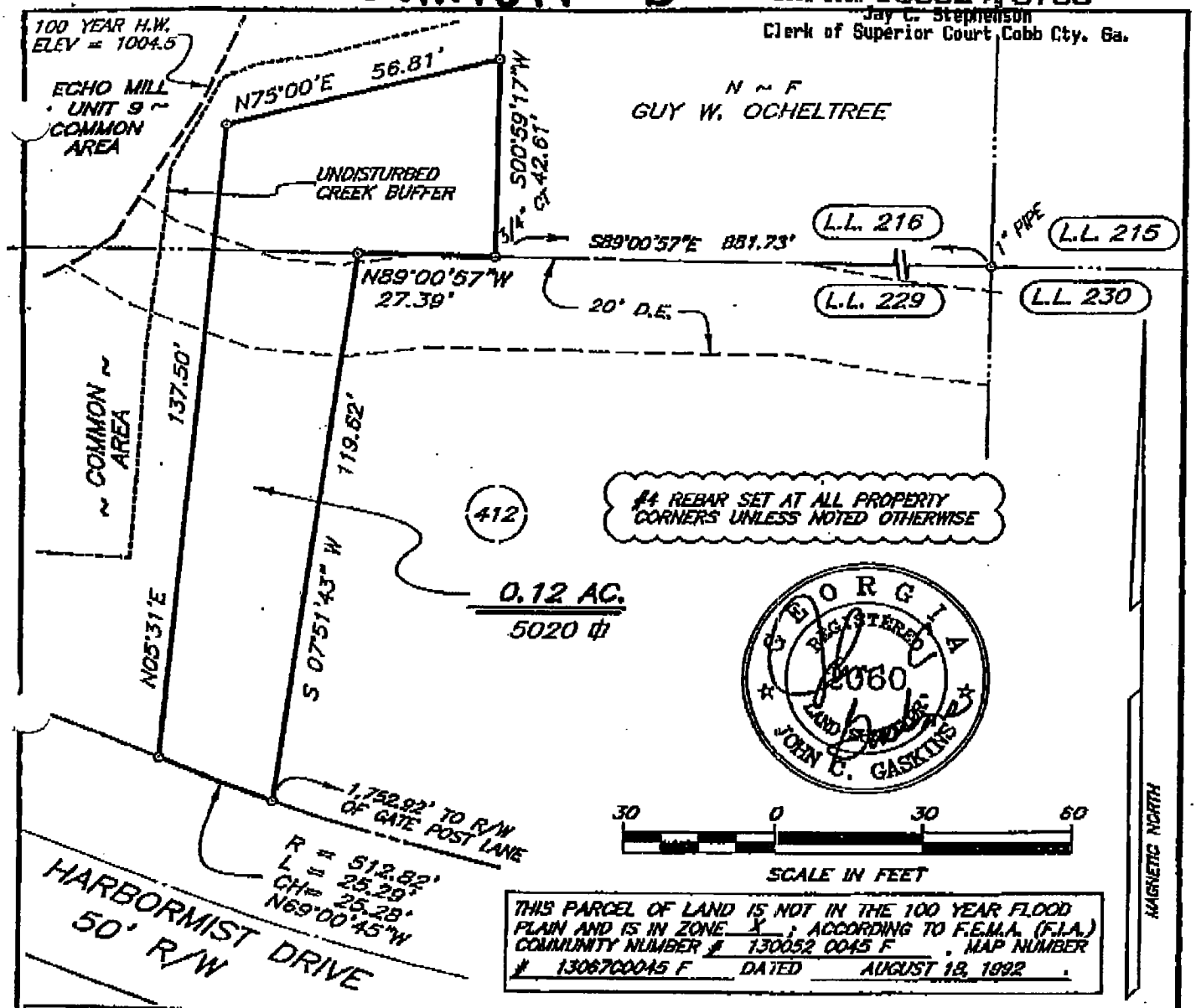
Carol Ocheltree

Guy Ocheltree

Angela Ocheltree

EXHIBIT "B"

Deed Book 13652 Pg 5756
Jay C. Stephenson
Clerk of Superior Court, Cobb Cty. Ga.



THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE X ; ACCORDING TO F.E.M.A. (F.I.A.) COMMUNITY NUMBER # 130052 0045 F . MAP NUMBER # 13067C0045 F DATED AUGUST 18, 1992 .

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER ; LINEAR PRECISION OF TRAVERSE : 1/10,000+ ; ANGULAR PRECISION : 15" √n . THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT : 1/39,478 . MATTERS OF TITLE ARE EXCEPTED.

DATE : 10/15/01	REVISIONS
SCALE : 1"=30'	6-27-02 REVISE CREEK BUFFER
DRAWN BY : A.S.W.	
CHECKED BY : MW	
E:\078\ESMT	

GASKINS SURVEYING CO.

1266 POWDER SPRINGS RD.
MARIETTA . GEORGIA 30064
(770) 424--7168

EASEMENT PLAT LOCATED AT:

ECHO MILL SUBDIVISION UNITS VII—3 & IX

LOCATED IN L.L. 216 & 229
19th DISTRICT, 2nd SECTION
COBB COUNTY, GA.

Reference: Deed Book 8501 Page 213

RECREATIONAL FACILITIES USE AGREEMENT FOR ECHO MILL

THIS RECREATIONAL USE AGREEMENT ("Agreement") is as of the 15th day of February 2001, by and between Cousins Real Estate Corporation, a Georgia corporation ("Declarant"); Echo Mill Neighborhood Association, Inc. ("Association"); and Carol Ocheltree, Guy Ocheltree, and Angela Ocheltree (collectively, the "Ocheltrees").

WITNESSETH

WHEREAS, on September 26, 1994, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Echo Mill in Deed Book 8501, Page 213 *et seq.*, of the Office of the Clerk of the Superior Court of Cobb County, Georgia (as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant unilaterally may subject certain real property described on Exhibit "B: of the Declaration to the terms of the Declaration; and

WHEREAS, pursuant to the terms of Section 2.1(3) of the Declaration, the board of directors of the Association ("Board") may permit the use of any recreational facilities situated on the Common Area (as defined in the Declaration) by persons other than Members of the Association upon payment of such use fees as the Board may establish; and

WHEREAS, effective Jan. 1 2002 (the "Effective Date"), the Declarant desires to submit the property described on Exhibit "A" of this Agreement ("Ocheltree Property") to the terms of the Declaration for the limited purposes of permitting the Ocheltrees, their family members, and guests to use recreational facilities upon the Common Area at Echo Mill ("Recreational Facilities") and securing the payment of a General Assessment by the Ocheltrees to the Association; and

WHEREAS, the Board desires to permit the use of the Recreational Facilities by the Ocheltrees in consideration of the payment of a General Assessment in accordance with the terms of this Agreement;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects, as of the Effective Date, the real property described on Exhibit "A" hereto to the provisions of the Declaration, as amended and as may be amended from time to time, for the limited purpose set forth in this Agreement. The right and easement of use of the Recreational Facilities and covenant to pay a General Assessment shall be personal to the Ocheltrees and shall not run with the title to the Ocheltree Property, nor inure to the benefit of their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Agreement shall be binding upon the Echo Mill Neighborhood Association, Inc. in accordance with the terms of this Agreement and the Declaration. The Ocheltree Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered

free and clear of this Agreement, and upon any conveyance or transfer of title to the Ocheltree Property to persons other than the Ocheltrees, the rights and obligations set forth herein shall terminate.

All capitalized terms used herein shall have the same meaning as set forth in the Declaration unless otherwise defined.

1.1 Use of Recreational Facilities. The Ocheltrees, their family members, and guests shall have full and complete use of the Recreational Facilities at Echo Mill, subject to the same rules and restrictions on the use of the Recreational Facilities as govern the Members of the Association. This Agreement grants the use of such Recreational Facilities on an "AS IS" and "WHERE IS" basis, and the Declarant and Association hereby disclaim any representations or warranties regarding the conditions of or suitability of Recreational Facilities for a particular purpose. The Association hereby grants to the Ocheltrees a non-exclusive, personal easement of access to and use of the Recreational Facilities for so long as the Ocheltrees are record title holders to the Ocheltree Property, subject to the terms of this Agreement.

1.2 Payment of General Assessments. The Ocheltrees hereby covenant to pay, commencing on the Effective Date, a General Assessment to the Association for each year they are the record title holders to the Ocheltree Property. The Ocheltrees understand and acknowledge that the General Assessment is based on an annual budget of Common Expenses determined by the Association in accordance with the Declaration, which General Assessment may vary from year-to-year; provided, the General Assessment paid by the Ocheltrees shall be equal to that paid by every other Member. The General Assessment shall be due and payable by the Ocheltrees at such times and under such terms as required by the Board in accordance with its authority under the Declaration. The Ocheltrees shall not be subject to any other type of Association assessment which may be levied against the Members in accordance with the terms of the Declaration; provided, the Ocheltrees shall be responsible for any costs or damages incurred by the Association as a result of the actions of the Ocheltrees, their family members, or guests.

1.3 Remedies Upon Default. Failure of the Ocheltrees to pay the General Assessment when due, or violation of the Association's rules and regulations governing the use of and activities permitted or prohibited within the Recreational Facilities, may result in a suspension of the owners' rights under this Agreement. The General Assessment shall be a charge and continuing lien upon the Ocheltree Property in favor of the Association to secure all payments due under this Agreement. The Association shall have such lien rights as are more specifically set forth in Sections 8.1(b) and 8.7 of the Declaration. The Association's lien shall include interest (computed from the date of the General Assessment at the rate of 18% per annum or the maximum rate permitted by Georgia law, if less than 18%), late charges in such amount as the Board may establish by resolution (subject to the limitations of Georgia law), costs, and reasonable attorneys fees shall also be the personal obligation of the Ocheltrees. The Association may take action to collect amounts due hereunder by the Ocheltrees through action to foreclose the lien and/or a suit on the Ocheltrees' personal obligation.

In addition, the Association may suspend or terminate the Ocheltrees' rights under this Agreement in the event of non-payment of the General Assessment or the violation of any rules

and regulations imposed by the Association concerning the use of the Recreational Facilities. The Ocheltrees rights under this Agreement shall not be terminated without first providing the Ocheltrees notice and a reasonable opportunity to be heard in a manner otherwise provided by the Association for its Members.

1.4 Limitation of Rights and Interests. Except as set forth in this Agreement, the Ocheltrees are not: (a) Members of the Association or entitled to vote on Association matters; (b) subject to the maintenance requirements, architectural standards, or review procedures set forth in the Declaration; or (c) subject to the general jurisdiction of the Association. This Agreement is personal to the Ocheltrees and is non-transferable.

1.5 Release and Indemnity. The Ocheltrees assume all responsibilities, risks, liabilities, and hazards incidental to the use of the recreational facilities and irrespective of any acts or omissions by Declarant, the Association, or its agents, including without limitation, negligent acts. The Ocheltrees release and forever discharge Declarant, the Association, and its officers, directors, employees, and agents, and agree to defend, indemnify, and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, and causes of action of any kind and character (including without limitation the invitees of the Ocheltrees) for death, personal injury, property damage, or any other liability or damage, including costs, attorneys fees and settlements, resulting from, arising out of or in connection with this Agreement or the use of the recreational facilities. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

DECLARANT: COUSINS REAL ESTATE CORPORATION,
a Georgia corporation

CORPORATE SEAL

By: _____
Title: President - Residential Division

Attest: _____
Title: Senior Vice President

Signed, sealed and delivered this 31st day of August, 2000 in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC

NOTARY PUBLIC COBB COUNTY, GA EXP. JUL. 27, 2004

{MS63354.DOC}

[SIGNATURES CONTINUED ON NEXT PAGE]

CORPORATE SEAL

ASSOCIATION: ECHO MILL NEIGHBORHOOD ASSOCIATION, INC., a Georgia corporation

By: _____
Title: President

Attest: _____
Title: Secretary

Signed, sealed and delivered this 31st day of August, 2000 in the presence of:

_____
WITNESS

JANETTE STAHR NOTARY PUBLIC COBB COUNTY, GA EXP. JUL. 27, 2004

_____
NOTARY PUBLIC

OWNERS: GUY OCHELTREE

_____
Signature

GUY OCHELTREE
Print Name

Signed, sealed and delivered this 31st day of August, 2000 in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC My Commission Expires January 23, 2004

[SIGNATURES CONTINUED ON NEXT PAGE]

SEAL

OWNERS: CAROL OCHELTREE

Signature

Carole Ocheltree
Print Name

Signed, sealed and delivered this 31st day of August, 2000 in the presence of:

WITNESS

Sherry L Jones
NOTARY PUBLIC My Commission Expires January 23, 2004

OWNERS: ANGELA OCHELTREE

N.P. SEAL

Signature

ANGELA OCHELTREE
Print Name

Signed, sealed and delivered this 31st day of August, 2000 in the presence of:

WITNESS

NOTARY PUBLIC

NOTARY PUBLIC COBB COUNTY, GA EXP. JUL. 27, 2004

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 216 of the 19th District 2nd Section, Cobb County, Georgia being more particularly described as follows:

BEGINNING at a ¾" open top pin found at the intersection of Land Lots 215, 216, 229 and 230; thence North 86 degrees 56 minutes 13 seconds West a distance of 851.80 feet to a ½ inch crimp top pin found; thence North 03 degrees 04 minutes 05 seconds East a distance of 511.53 feet to an iron pin set; thence South 86 degrees 55 minutes 23 seconds East a distance of 851.66 feet to an iron pin set on the eastern land lot line of Land Lot 216; thence South 03 degrees 03 minutes 10 seconds West along said land lot line a distance of 511.33 feet to the POINT OF BEGINNING.

Said Tract consisting of 10.000 acres as shown on that certain Survey for Guy Ocheltree, prepared by Barton Surveying, Inc., dated March 17, 2000.

ORIGINAL APPEARANCE OF DOCUMENT

Deed Book 13338 Pg 5778

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

RETURN TO:
Bagby Law Office, P.C.
P.O. Box 85
Dallas, GA 30132

After recording, please return to:
David A. Herrigel, Esq.
Hyatt & Stubblefield, P.C.
225 Peachtree Street, Suite 1200
Atlanta, Georgia 30303

2200

STATE OF GEORGIA
COUNTY OF COBB

Reference: Declaration — Deed Book 8501, Page 213
Owners' Deeds — Deed Book ___, Page ___
Deed Book ___, Page ___

FILED & RECORDED
98 MAR 10 AM 8:22
COBB SUPERIOR COURT CLERK

RECREATIONAL FACILITIES USE AGREEMENT FOR ECHO MILL

THIS RECREATIONAL USE AGREEMENT ("Agreement") is made this 20th day of February 1998, by and between Cousins Real Estate Corporation, a Georgia corporation ("Declarant"); Echo Mill Neighborhood Association, Inc. ("Association"); and Harmon Berry Hardegree, III and Judy Baynes Hardegree ("Hardegrees").

WITNESSETH

WHEREAS, on September 26, 1994, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Echo Mill in Deed Book 8501, Page 213 *et seq.*, of the Office of the Clerk of the Superior Court of Cobb County, Georgia (as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant unilaterally may subject certain real property described on Exhibit "B" of the Declaration to the terms of the Declaration; and

WHEREAS, pursuant to the terms of Section 2.1(e) of the Declaration, the board of directors of the Association ("Board") may permit the use of any recreational facilities situated on the Common Area (as defined in the Declaration) by persons other than Members of the Association upon payment of such use fees as the Board may establish; and

WHEREAS, the Declarant desires to submit the property described on Exhibit "A" of this Agreement ("Hardegree Property") to the terms of the Declaration for the limited purposes of permitting the Hardegrees, their family members, and guests to use recreational facilities upon the Common Area at Echo Mill ("Recreational Facilities") and securing the payment of a General Assessment by the Hardegrees to the Association; and

WHEREAS, the Board desires to permit the use of the Recreational Facilities by the Hardegrees in consideration of the payment of a General Assessment in accordance with the terms of this Agreement;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereto to the provisions of the Declaration, as amended and as may be amended from time to time, for the limited purpose set forth in this Agreement. The right and easement of use of the Recreational Facilities and covenant to pay a General Assessment shall be personal to the Hardegrees and shall not run with the title to the Hardegree Property,

nor inure to the benefit of their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Agreement shall be binding upon the Echo Mill Neighborhood Association, Inc. in accordance with the terms of this Agreement and the Declaration. The Hardegree Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered free and clear of this Agreement, and upon any conveyance or transfer of title to the Hardegree Property to persons other than the Hardegrees, the rights and obligations set forth herein shall terminate.

All capitalized terms used herein shall have the same meaning as set forth in the Declaration unless otherwise defined.

1.1. Use of Recreational Facilities. The Hardegrees, their family members, and guests shall have full and complete use of the Recreational Facilities at Echo Mill, subject to the same rules and restrictions on the use of the Recreational Facilities as govern the Members of the Association. This Agreement grants the use of such Recreational Facilities on an "AS IS" and "WHERE IS" basis, and the Declarant and Association hereby disclaim any representations or warranties regarding the conditions of or suitability of the Recreational Facilities for a particular purpose. The Association hereby grants to the Hardegrees a non-exclusive, personal easement of access to and use of the Recreational Facilities for so long as the Hardegrees are record title holders to the Hardegree Property, subject to the terms of this Agreement.

1.2. Payment of General Assessments. The Hardegrees hereby covenant to pay a General Assessment to the Association for each year they are the record title holders to the Hardegree Property. The Hardegrees understand and acknowledge that the General Assessment is based on an annual budget of Common Expenses determined by the Association in accordance with the Declaration, which General Assessment may vary from year-to-year; provided, the General Assessment paid by the Hardegrees shall be equal to that paid by every other Member. The General Assessment shall be due and payable by the Hardegrees at such times and under such terms as required by the Board in accordance with its authority under the Declaration. The Hardegrees shall not be subject to any other type of Association assessment which may be levied against the Members in accordance with the terms of the Declaration; provided, the Hardegrees shall be responsible for any costs or damages incurred by the Association as a result of the actions of the Hardegrees, their family members, or guests.

1.3. Remedies Upon Default. Failure of the Hardegrees to pay the General Assessment when due, or violation of the Association's rules and regulations governing the use of and activities permitted or prohibited within the Recreational Facilities, may result in a suspension of the owners' rights under this Agreement. The General Assessment shall be a charge and continuing lien upon the Hardegree Property in favor of the Association to secure all payments due under this Agreement. The Association shall have such lien rights as are more specifically set forth in Sections 8.1(b) and 8.7 of the Declaration. The Association's lien shall include interest (computed from the date of the General Assessment at the rate of 18% per annum or the maximum rate permitted by Georgia law, if less than 18%), late charges in such amount as the Board may establish by resolution (subject to the limitations of Georgia law), costs, and reasonable attorneys fees. The obligation to pay the General Assessment, interest, late fees, costs, and reasonable attorneys fees shall also be the personal obligation of the Hardegrees. The Association may take action to collect amounts due hereunder by the Hardegrees through action to foreclose the lien and/or a suit on the Hardegrees' personal obligation.

In addition, the Association may suspend or terminate the Hardegrees' rights under this Agreement in the event of non-payment of the General Assessment or the violation of any rules and regulations imposed

by the Association concerning the use of the Recreational Facilities. The Hardegrees rights under this Agreement shall not be terminated without first providing the Hardegrees notice and a reasonable opportunity to be heard in a manner otherwise provided by the Association for its Members.

1.4. Limitation of Rights and Interests. Except as set forth in this Agreement, the Hardegrees are not: (a) Members of the Association or entitled to vote on Association matters; (b) subject to the maintenance requirements, architectural standards, or review procedures set forth in the Declaration; or (c) subject to the general jurisdiction of the Association. This Agreement is personal to the Hardegrees and is non-transferable.

1.5. Release and Indemnity. The Hardegrees assume all responsibilities, risks, liabilities, and hazards incidental to the use of the recreational facilities and irrespective of any acts or omissions by Declarant, the Association, or its agents, including without limitation, negligent acts. The Hardegrees release and forever discharge Declarant, the Association, and its officers, directors, employees, and agents, and agree to defend, indemnify, and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, and causes of action of any kind and character (including without limitation the invitees of the Hardegrees) for death, personal injury, property damage, or any other liability or damage, including costs, attorneys fees and settlements, resulting from, arising out of or in connection with this Agreement or the use of the recreational facilities. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

DECLARANT: COUSINS REAL ESTATE CORPORATION,
a Georgia corporation

By: _____
Title: President - Residential Division

Attest: _____
Title: Senior V.P.

CORPORATE SEAL

Signed, sealed and delivered this 20th day of February, 1998, in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC
Notary Public, Cherokee County, Georgia
My Commission Expires March 6, 2000

N.P. SEAL

[SIGNATURES CONTINUED ON NEXT PAGE]

BK11073PG498

ASSOCIATION: ECHO MILL NEIGHBORHOOD ASSOCIATION, INC. a Georgia non-profit corporation

By: _____
Title: President

Attest: _____
Title: Secretary

CORPORATE SEAL

Signed, sealed and delivered this 20th day of February, 1998, in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC

Notary Public, Cobb County, Georgia
My Commission Expires Nov. 3, 1998

N.P. SEAL

OWNERS: HARMON BERRY HARDEGREE, III

_____
Signature

Harmon Berry Hardegree III
Print Name

Signed, sealed and delivered this 20th day of February, 1998, in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC

GAIL KEYS NOTARY PUBLIC EXP. Nov. 28, 1998 PAULDING COUNTY, GA

[SIGNATURES CONTINUED ON NEXT PAGE]

JUDY BAYNES HARDEGREE

Signature

Judy Baynes Hardegree

Print Name

Signed, sealed and delivered this 20th day of February, 1998, in the presence of:

WITNESS

NOTARY PUBLIC

GAIL KEYS
NOTARY PUBLIC
EXP. Nov. 28, 1998
PAULDING COUNTY, GA

4916/Echo Mill/CADocs/Rec Area Agmt/021998/HCB

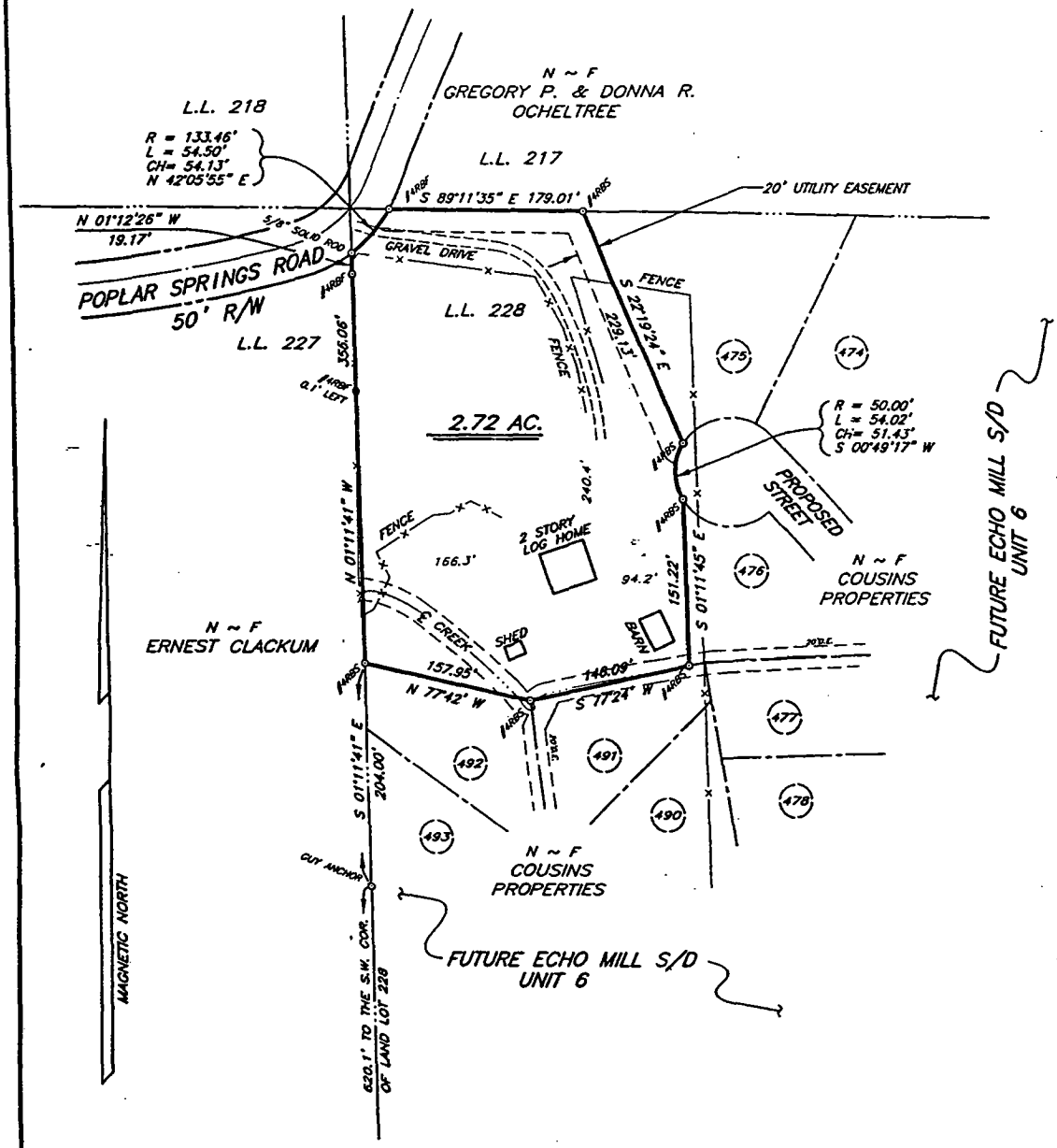
BK 11073PG500

EXHIBIT "A"

All that tract or parcel of land lying and being in the Nineteenth (19th) District, Second (2nd) Section of Cobb County, Georgia, and being a portion of Land Lot Two Hundred Twenty Eight (228), containing 2.72 acres according to and as shown on a plat of survey prepared for Harmon Berry Hardegree, III and Judy Baynes Hardegree by John C. Gaskins, GRLS #2060 dated December 5, 1997, revised November 12, 1997, further revised January 20, 1998; said plat being incorporated herein and made a part hereof and being attached hereto as Exhibit "B" for a full and complete metes and bounds description. Said property being known as 1211 Poplar Springs Road, Dallas, Georgia, according to the present numbering system in said area.

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER ; LINEAR PRECISION OF TRAVERSE : 1/10,000+ ; ANGULAR PRECISION : 03" √n . THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT : 1/180,275 . MATTERS OF TITLE ARE EXCEPTED.

EXHIBIT "B"



GEORGIA REGISTERED 2060 LAND SURVEYOR JOHN C. GASKINS

GEORGIA REGISTERED 3403 LAND SURVEYOR DARRELL D. RAINES

THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, SUBSURFACE CONDITIONS, OR OTHER MATTERS OF TITLE WHICH ARE NOT VISIBLE, NOT RECORDED, OR NOT DISCLOSED IN THE TITLE ABSTRACT PROVIDED BY THE OWNER, THE PURCHASER, OR ANY AGENTS THEREOF.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN; ACCORDING TO F.E.M.A. (F.I.A.) COMMUNITY PANEL # 13067 C 0045 F DATED AUGUST 18, 1992

100 0 100 200
SCALE IN FEET

DATE : 12-5-97	REVISIONS
SCALE : 1"=100'	11-12-97
DRAWN BY : GFM/SJJ	1-20-98
CHECKED BY :	
400A/078/LOGAN3	

GASKINS SURVEYING CO.

1266 POWDER SPRINGS RD.
MARIETTA , GEORGIA 30064
(770) 424-7168

SURVEY FOR :

HARMON BERRY HARDEGREE, III & JUDY BAYNES HARDEGREE

LOCATED IN L.L. 228
19th DIST., 2nd SECT.,
COBB COUNTY, GA.

BK 11073 PG 502

RECREATIONAL FACILITIES USE AGREEMENT FOR ECHO MILL

THIS RECREATIONAL USE AGREEMENT ("Agreement") is made this 15TH day of September, 2000, by and between Cousins Real Estate Corporation, a Georgia corporation ("Declarant"); Echo Mill Neighborhood Association, Inc. ("Association"); and James H. Cantrell, Sarah Cantrell Cooper, and Ted A. Cantrell (collectively, the "Cantrells").

WITNESSETH

WHEREAS, on September 26, 1994, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Echo Mill in Deed Book 8501, Page 213 *et seq.*, of the Office of the Clerk of the Superior Court of Cobb County, Georgia (as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant unilaterally may subject certain real property described on Exhibit "B: of the Declaration to the terms of the Declaration; and

WHEREAS, pursuant to the terms of Section 2.1(3) of the Declaration, the board of directors of the Association ("Board") may permit the use of any recreational facilities situated on the Common Area (as defined in the Declaration) by persons other than Members of the Association upon payment of such use fees as the Board may establish; and

WHEREAS, the Declarant desires to grant to the Cantrells a license for the limited purposes of permitting the Cantrells, their family members, and guests to use recreational facilities upon the Common Area at Echo Mill ("Recreational Facilities")without payment of any fees, in consideration of the agreements made by the Cantrells which facilitated development of the Subdivision; and

WHEREAS, the Board desires to permit the use of the Recreational Facilities by the Cantrells without the payment of fees;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby grants to the Cantrells the right and license to use, without payment of any fees or dues, the Recreational Facilities (the "License"). The License shall be personal to each of the Cantrells, and specifically to those persons identified on Exhibit "A" attached hereto and made a part hereof, and shall not run with the title to any property owned by the Cantrells, nor inure to the benefit of their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Agreement shall be binding upon the Echo Mill Neighborhood Association, Inc. in accordance with the terms of this Agreement and the Declaration.

All capitalized terms used herein shall have the same meaning as set forth in the Declaration unless otherwise defined.

1.1 Use of Recreational Facilities. The Cantrells, their family members, and guests shall have full and complete use of the Recreational Facilities at Echo Mill, subject to the same rules and restrictions on the use of the Recreational Facilities as govern the Members of the Association. This Agreement grants the use of such Recreational Facilities on an "AS IS" and "WHERE IS" basis, and the Declarant and Association hereby disclaim any representations or warranties regarding the conditions of or suitability of Recreational Facilities for a particular purpose. The Association hereby grants to the Cantrells a non-exclusive, personal license of access to and use of the Recreational Facilities, as to each of the Cantrells, for so long as such Cantrell shall live, subject to the terms of this Agreement.

1.2 Remedies Upon Default. A violation by any of the Cantrell's of the Association's rules and regulations governing the use of and activities permitted or prohibited within the Recreational Facilities, may result in a suspension of such Cantrell's rights under this Agreement.

1.3 Limitation of Rights and Interests. The Cantrells are not: (a) Members of the Association or entitled to vote on Association matters; (b) subject to the maintenance requirements, architectural standards, or review procedures set forth in the Declaration; or (c) subject to the general jurisdiction of the Association. This Agreement is personal to the Cantrells and is non-transferable.

1.4 Release and Indemnity. The Cantrells assume all responsibilities, risks, liabilities, and hazards incidental to the use of the Recreational Facilities and irrespective of any acts or omissions by Declarant, the Association, or its agents, including without limitation, negligent acts. The Cantrells release and forever discharge Declarant, the Association, and its officers, directors, employees, and agents, and agree to defend, indemnify, and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, and causes of action of any kind and character (including without limitation the invitees of the Cantrells) for death, personal injury, property damage, or any other liability or damage, including costs, attorneys fees and settlements, resulting from, arising out of or in connection with this Agreement or the use of the recreational facilities. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

DECLARANT: COUSINS REAL ESTATE CORPORATION,
a Georgia corporation

By: _____
Title: _____

Attest: _____
Title: Senior Vice President and Asst Secretary

Signed, sealed and delivered this 15th day of September, 2000 in the presence of:

Sherry M. Cameron
WITNESS

CORPORATE SEAL

Janette Fowler
NOTARY PUBLIC

NOTARY PUBLIC COBB COUNTY, GA EXP JUL. 27 2004

ASSOCIATION: ECHO MILL NEIGHBORHOOD ASSOCIATION, INC., a Georgia corporation

By: _____
Title: President

Attest: _____
Title: Secretary

Signed, sealed and delivered this 15th day of September, 2000 in the presence of:

Sherry M. Cameron
WITNESS

CORPORATE SEAL

Janette Fowler
NOTARY PUBLIC

NOTARY PUBLIC COBB COUNTY, GA EXP JUL. 27, 2004

[SIGNATURES CONTINUED ON NEXT PAGE]

OWNERS: JAMES H. CANTRELL

James H Cantrell (SEAL)
Signature

JAMES H CANTRELL
Print Name

Signed, sealed and delivered this 27 day
of September, 2000
in the presence of:

N.P. SEAL

Mike A Garrett
WITNESS

Sherry L Jones My Commission Expires January 23, 2004
NOTARY PUBLIC

OWNERS: SARAH CANTRELL COOPER

Sarah Cantrell Cooper (SEAL)
Signature

Sarah Cantrell Cooper
Print Name

Signed, sealed and delivered this 25 day
of September, 2000
in the presence of:

Mike A Garrett My Commission Expires January 23, 2004
WITNESS

Sherry L Jones
NOTARY PUBLIC

N.P. SEAL

Deed Book 13304 Pg 1356

OWNERS: TED A. CANTRELL (SEAL)

Signature

TED A. CANTRELL

Print Name

Signed, sealed and delivered this 25th day of September, 2000 in the presence of:

Shirley Hamby
WITNESS

Rhonda D. Killby
NOTARY PUBLIC

My Commission Expires 02-23-2009

N.P. SEAL

(MS64020.DOC;2)

Deed Book 13304 Pg 1357

Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

EXHIBIT "A"

Jimmy and Pat Cantrell

Mark and Janice Hill and children

Ken and Lisa Cantrell and children

Tim Davis

Chris and Billie Kay Davis and children

Sarah Cooper

Debby and John Sartain and children

Kay and Steve Kitchen and children

Mike and Sandy Cooper and children

Ted and Pattie Cantrell

Brian and Nikki Cantrell and children

Julie and Gerry Pounds and children

After recording, please return to: mail $22.00
David A. Herrigel, Esq.
Hyatt & Stubblefield, P.C.
225 Peachtree Street, Suite 1200
Atlanta, Georgia 30303

FILED AND RECORDED
96 NOV 22 PM 12:58
Jay C. Stephenson
COBB SUPERIOR COURT CLERK

STATE OF GEORGIA
COUNTY OF COBB

Reference: Declaration — Deed Book 8501, Page 213
Owners' Deeds — Deed Book 9904, Page 476; Deed Book 9963, Page 439

RECREATIONAL FACILITIES USE AGREEMENT FOR ECHO MILL

THIS RECREATIONAL USE AGREEMENT ("Agreement") is made this 24th day of September, 1996, by and between Cousins Real Estate Corporation, a Georgia corporation ("Declarant"); Echo Mill Neighborhood Association, Inc. ("Association"); and Earl Ehrhart and Beth Anne Ehrhart ("Ehrharts").

WITNESSETH

WHEREAS, on September 26, 1994, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Echo Mill in Deed Book 8501, Page 213 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia (as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant unilaterally may subject certain real property described on Exhibit "B" of the Declaration to the terms of the Declaration; and

WHEREAS, pursuant to the terms of Section 2.1(e) of the Declaration, the board of directors of the Association ("Board") may permit the use of any recreational facilities situated on the Common Area (as defined in the Declaration) by persons other than Members of the Association upon payment of such use fees as the Board may establish; and

WHEREAS, the Declarant desires to submit the property described on Exhibit "A" of this Agreement ("Ehrhart Property") to the terms of the Declaration for the limited purposes of permitting the Ehrharts, their family members, and guests to use recreational facilities upon the Common Area at Echo Mill ("Recreational Facilities") and securing the payment of a General Assessment by the Erharts to the Association; and

WHEREAS, the Board desires to permit the use of the Recreational Facilities by the Ehrharts in consideration of the payment of a General Assessment in accordance with the terms of this Agreement;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereto to the provisions of the Declaration, as amended and as may be amended from time to time, for the limited purpose set forth in this Agreement. The right and easement of use of the Recreational Facilities and covenant to pay a General Assessment shall be personal to the Ehrharts and shall not run with the title to the Ehrhart Property, nor

their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Agreement shall be binding upon the Echo Mill Neighborhood Association, Inc. in accordance with the terms of this Agreement and the Declaration. The Ehrhart Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered free and clear of this Agreement, and upon the occurrence of any of conveyance or transfer of the Ehrhart Property to persons other than the Ehrharts, the rights and obligations set forth herein shall terminate.

All capitalized terms used herein shall have the same meaning as set forth in the Declaration unless otherwise defined.

1.1. Use of Recreational Facilities. The Ehrharts, their family members, and guests shall have full and complete use of the Recreational Facilities at Echo Mill, subject to the same rules and restrictions on the use of the Recreational Facilities as govern the Members of the Association. This Agreement grants the use of such Recreational Facilities on an "AS IS" and "WHERE IS" basis, and the Declarant and Association hereby disclaim any representations or warranties regarding the conditions of or suitability of the Recreational Facilities for a particular purpose. The Association hereby grants to the Ehrharts a non-exclusive, personal easement of access to and use of the Recreational Facilities for so long as the Ehrharts are record title holders to the Ehrhart Property, subject to the terms of this Agreement.

1.2. Payment of General Assessments. The Ehrharts hereby covenant to pay a General Assessment to the Association for each year they are the record title holders to the Ehrhart Property. The Ehrharts understand and acknowledge that the General Assessment is based on an annual budget of Common Expenses determined by the Association in accordance with the Declaration, which General Assessment may vary from year-to-year; provided, the General Assessment paid by the Ehrharts shall be equal to that paid by every other Member. The General Assessment shall be due and payable by the Ehrharts at such times and under such terms as required by the Board in accordance with its authority under the Declaration. The Ehrharts shall not be subject to any other type of Association assessment which may be levied against the Members in accordance with the terms of the Declaration; provided, the Ehrharts shall be responsible for any costs or damages incurred by the Association as a result of the actions of the Ehrharts, their family members, or guests.

1.3. Remedies Upon Default. Failure of the Ehrharts to pay the General Assessment when due, or violation of the Association's rules and regulations governing the use of and activities permitted or prohibited within the Recreational Facilities, may result in a suspension of the owners' rights under this Agreement. The General Assessment shall be a charge and continuing lien upon the Ehrhart Property in favor of the Association to secure all payments due under this Agreement. The Association shall have such lien rights as are more specifically set forth in Sections 8.1(b) and 8.7 of the Declaration. The Association's lien shall include interest (computed from the date of the General Assessment at the rate of 18% per annum or the maximum rate permitted by Georgia law, if less than 18%), late charges in such amount as the Board may establish by resolution (subject to the limitations of Georgia law), costs, and reasonable attorneys fees. The obligation to pay the General Assessment, interest, late fees, costs, and reasonable attorneys fees shall also be the personal obligation of the Ehrharts. The Association may take action to collect amounts due hereunder by the Ehrharts through action to foreclose the lien and/or a suit on the Ehrharts' personal obligation.

In addition, the Association may suspend or terminate the Ehrharts' rights under this Agreement in the event of non-payment of the General Assessment or the violation of any rules and regulations imposed

BK10010PG523

by the Association concerning the use of the Recreational Facilities. The Ehrharts rights under this Agreement shall not be terminated without first providing the Ehrharts notice and a reasonable opportunity to be heard in a manner otherwise provided by the Association for its Members.

1.4. Limitation of Rights and Interests. Except as set forth in this Agreement, the Ehrharts are not: (a) Members of the Association or entitled to vote on Association matters; (b) subject to the maintenance requirements, architectural standards, or review procedures set forth in the Declaration; or (c) subject to the general jurisdiction of the Association. This Agreement is personal to the Ehrharts and is non-transferable.

1.5. Release and Indemnity. The Ehrharts assume all responsibilities, risks, liabilities, and hazards incidental to the use of the recreational facilities and irrespective of any acts or omissions by Declarant, the Association, or its agents, including without limitation, negligent acts. The Ehrharts release and forever discharge Declarant, the Association, and its officers, directors, employees, and agents, and agree to defend, indemnify, and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, and causes of action of any kind and character (including without limitation the invitees of the Ehrharts) for death, personal injury, property damage, or any other liability or damage, including costs, attorneys fees and settlements, resulting from, arising out of or in connection with this Agreement or the use of the recreational facilities. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

DECLARANT: COUSINS REAL ESTATE CORPORATION,
a Georgia corporation

By: _____
Title: President - Residential Division

Attest: _____
Title: V.P.

Signed, sealed and delivered this 23rd day of September, 1996, in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC

Notary Public, Fulton County, Georgia.
My Commission Expires January 11, 1999.

[SIGNATURES CONTINUED ON NEXT PAGE]

ASSOCIATION: ECHO MILL NEIGHBORHOOD ASSOCIATION, INC. a Georgia non-profit corporation

By: _____
Title: President

Attest: _____
Title: Secretary

CORPORATE SEAL

Signed, sealed and delivered this 23 day of September, 1996, in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC

Notary Public, Fulton County, Georgia.
My Commission Expires January 11, 1999.

N.P. SEAL

OWNERS: EARL EHRHART

_____
Signature

EARL EHRHART
Print Name

Signed, sealed and delivered this 24th day of September, 1996, in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC

JANICE L. HOLSOMBECK NOTARY PUBLIC Exp. Feb. 11, 1999 COBB COUNTY, GA

[SIGNATURES CONTINUED ON NEXT PAGE]

BETH ANNE EHRHART

Beth Anne Ehrhart
Signature

Beth Anne Ehrhart
Print Name

Signed, sealed and delivered this 24th day of September, 1996, in the presence of:

WITNESS

NOTARY PUBLIC

JANICE L. HOLSOMBACK NOTARY PUBLIC Exp. Feb. 11, 1999 COBB COUNTY, GA

4916/Echo Mill/CADocs/Rec Area Agmt/091996/AWO

BK 10010 PG 526

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 364 of the 19th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Beginning at the northeast corner of landlot 364;
thence South 02 degrees 16 minutes 14 seconds West, 418.44 feet to a point;
thence South 87 degrees 00 minutes 00 seconds West, 188.32 feet to a point;
said point being the TRUE POINT OF BEGINNING;

thence South 11 degrees 10 minutes 00 seconds West, 200.68 feet to a point, said point being on the northerly right-of-way of Wright Road (50'R/W);
thence along said northerly right-of-way North 77 degrees 44 minutes 43 seconds West, 47.78 feet to a point;
thence along a curve to the left, an arc distance of 146.95 feet, said curve having a radius of 1702.13 feet and being subtended by a chord of 146.91 feet, at North 80 degrees 13 minutes 07 seconds West, to a point;
thence leaving said northerly right-of-way North 26 degrees 30 minutes 00 seconds East, 171.77 feet to a point;
thence North 87 degrees 00 minutes 00 seconds East, 153.89 feet to a point;
said point being the TRUE POINT OF BEGINNING;

Said tract or parcel of land contains 0.71 acre (30726 square feet).

AND

All that tract or parcel of land lying and being in Land lot 364 of the 19th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Beginning at the northeast corner of landlot 364;
thence South 02 degrees 16 minutes 14 seconds West, 418.44 feet to a point;
thence South 87 degrees 00 minutes 00 seconds West, 85.18 feet to a point;
said point being the TRUE POINT OF BEGINNING;

thence South 11 degrees 10 minutes 00 seconds West, 227.82 feet to a point, said point being on the northerly right-of-way of Wright Road (50' R/W);
thence along said northerly right-of-way North 77 degrees 44 minutes 43 seconds West, 100.02 feet to a point;
thence leaving said northerly right-of-way North 11 degrees 10 minutes 00 seconds East, 200.68 feet to a point;
thence North 87 degrees 00 minutes 00 seconds East, 103.14 feet to a point;
said point being the TRUE POINT OF BEGINNING;

Said tract or parcel of land contains 0.49 acre (21425 square feet).

BK10010PG527

AND

Property Line Description 0.57 Acre Tract

All that tract or parcel of land lying and being in Land Lot 364 of the 19th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Beginning at the northeast corner of landlot 364;
thence South 02 degrees 16 minutes 14 seconds West, 418.44 feet to a point;
said point being the TRUE POINT OF BEGINNING;

thence South 02 degrees 16 minutes 14 seconds West, 254.03 feet to a point, said point being on the northerly right-of-way of Wright Road (50' R/W);
thence along said northerly right-of-way North 77 degrees 44 minutes 43 seconds West, 121.89 feet to a point;
thence leaving said northerly right-of-way North 11 degrees 10 minutes 00 seconds East, 227.82 feet to a point;
thence North 87 degrees 00 minutes 00 seconds East, 85.18 feet to a point;
said point being the TRUE POINT OF BEGINNING;

Said tract or parcel of land contains .057 acre (24655 square feet).

BK10010PG528

Deed Book 13338 Pg 5772
Filed and Recorded Mar-12-2001 11:03am
2001-0036092

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

7/22

After Recording, please return to:

Sheri S. Labovitz
5655 Glen Errol Road
Atlanta, Georgia 30327

RECREATIONAL FACILITIES USE AGREEMENT FOR ECHO MILL

Christine

From: Schmidt, Deloris [DelorisSchmidt@cousinsproperties.com]
Sent: Wednesday, February 26, 2003 3:40 PM
To: 'Christine'
Subject: RE: Echo Mill papers sent to David Taylor

Sorry. Just got a chance to get back to you.

The Ocheltree agreement starts with page 5 because a blank use agreement was attached as part of the easement agreement with them. I think we forgot to remove the page number when they executed the separate agreement. I am faxing the whole thing to make it clear.

Somehow we did not copy page 3 of the Erhart document. The original was sent to the property management company and I don't have it. I will send that page from their contract.

Thanks.
Deloris

-----Original Message-----
From: Christine [mailto:christine2@mindspring.com]
Sent: Tuesday, February 25, 2003 10:50 AM
To: Schmidt, Deloris
Subject: Echo Mill papers sent to David Taylor

Delores,

How are you doing? I hope all is well!

I am reviewing the papers for the BOD.

Question:

1. The agreement for Ocheltree begins with page 5. What about pages 1-4?
2. The Ehrhart papers is missing page 3 would address the balance of paragraph 1.3, 1.4, etc.

Can you email or fax this ASAP. I want to present a summary at the BOD meeting Thursday.

Thank you,

Christine