

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR PARKWOOD VILLAGE APARTMENTS

This Declaration is made as of this 4th day of June,
1984 by Benchmark United, Inc. ("Benchmark");

WITNESSETH:

Benchmark hereby declares that the property conveyed to Parkwood Village Apartments of Douglasville, Ltd., a Georgia limited partnership ("Parkwood"), by the foregoing warranty deed (such property hereinafter referred to as the "Property") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and charges hereinafter set forth;

1. Property Subject to Arbor Station Declaration. The property is hereby made subject to that certain "Declaration of Covenants and Restrictions for Arbor Station" dated May 7, 1976, and recorded in Deed Book 291, Page 502, Douglas County, Georgia records, as amended by amendment dated November 21, 1977 and recorded in Deed Book 322, Page 73, aforesaid records (such Declaration, as amended, hereinafter referred to as the "Declaration"). Capitalized terms used herein shall have the same meaning as in the Declaration. Benchmark hereby covenants and warrants to Parkwood that the Developer and the Association have taken all steps necessary or appropriate to cause the Property to be included as part of the property subject to the Declaration, and to approve the terms of this Supplementary Declaration of Covenants and Restrictions.

2. Voting Rights. It is acknowledged that the Declaration provides for voting rights for the owners of any lots which are subject to the Declaration. It is acknowledged that Parkwood intends to develop the property conveyed by the foregoing warranty deed for the construction of Apartment Living Units. Parkwood tenant shall be entitled to one vote in the Association for each Apartment Living Unit constructed on the Property, and such voting rights shall vest in Parkwood with respect to each Apartment Living Unit at such time as a certificate of occupancy is issued for each Apartment Living Unit and such Apartment Living Unit is rented to a bona fide tenant having a lease of twelve (12) months or more. All such voting rights can be exercised by Parkwood, provided that each tenant having a twelve (12) month lease will give Parkwood their proxy vote. *

3. Common Areas. Parkwood and its tenants and their families and invitees shall be entitled to use the Common Areas subject to all of the terms and conditions of the Declaration.

4. Assessments. Parkwood shall be liable for its pro rata share of assessments, as set forth in Article V of the Declaration. Each Living Unit shall be regarded as a separate unit for purpose of such assessments. All such assessments shall be owed by Parkwood, and not by the tenants of such Living Units. The liability for assessments with respect to each Living Unit shall commence at such time as such Living Unit is first rented to a bona fide tenant.

5. Architectural Control. The apartments to be constructed on the Property shall be constructed as standard Cardinal Industries apartments, plans for which have previously been submitted to and approved by Benchmark, the Developer and the Association. Parkwood shall have sole discretion as to the location of the apartment units, the manner of construction, the type of landscaping and the materials to be used. After the initial construction has been

completed, then thereafter the exterior architectural design and appearance shall be subject to the control of the Architectural Review Board as set forth in Article VI of the Declaration. The Architectural Review Board shall initially consist of the following members:

Kippard W. Berry
Larry Boggs
Gerald D. Jackson

6. Protective Covenants. All of the protective covenants set forth in Article VII of the Declaration shall apply to the property.

7. Covenant to Run with Land. The foregoing Supplementary Declaration of Covenants and Restrictions shall be binding upon and shall run with the Property, and shall be binding upon the successors and assigns of Parkwood.

IN WITNESS WHEREOF, Benchmark has caused the foregoing Supplementary Declaration of Covenants and Restrictions to be executed by its duly authorized officer and its corporate seal to be affixed, as of the date set forth on the foregoing warranty deed.

Signed, sealed and delivered
in the presence of:

BENCHMARK UNITED, INC.

Debi J Cooper
Witness

By: Larry Boggs
President

Ruth J. [Signature]
Notary Public 8-16-87
RUTH J. [Signature]
NOTARY PUBLIC
STATE OF GEORGIA

(Corporate Seal)

