

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

*11.00
RH*

STATE OF GEORGIA
COUNTY OF COBB

References: Deed Book 8501
Page 213

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR ECHO MILL**

THIS AMENDMENT is made as of the date set forth below by Cousins Real Estate Corporation, a Georgia corporation.

WHEREAS, Cousins Real Estate Corporation, a Georgia corporation, as declarant ("Declarant"), recorded that certain Declaration of Covenants, Conditions, and Restrictions for Echo Mill in Deed Book 8501, Page 213 et seq., of the Cobb County, Georgia records ("Declaration"); and

WHEREAS, pursuant to the terms of Section 15.2 of the Declaration, the Declarant may unilaterally amend the Declaration until conveyance of the first Unit (as defined in the Declaration) to a Person other than a Builder; and

WHEREAS, to date, no Units have been sold to Persons other than Builders; and

WHEREAS, Declarant desires to amend the Declaration to expand the scope of real property described on Exhibit "B" to the Declaration;

NOW, THEREFORE, pursuant to the authority described herein, Declarant hereby amends the Declaration by deleting Exhibit "B" to the Declaration in its entirety and substituting in its place the attached Exhibit "B." The provisions of this Amendment to the Declaration shall be binding upon the Echo Mill Neighborhood Association, Inc. in accordance with the terms of the Declaration. Except as specifically amended hereby, the Declaration and all the terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment under seal this 9th day of February, 1995.

DECLARANT: COUSINS REAL ESTATE CORPORATION, a Georgia corporation

By: *[Signature]*

Title: Pres - Res Div

Attest: *[Signature]*
Title: Secretary

[CORPORATE SEAL]

FILED AND RECURED

95 FEB 10 AM 11:15

[Signature]
COBB SUPERIOR COURT CLERK



Signed, sealed, and delivered this 9th day of February, 1995, in the presence of:

[Signature]
WITNESS
[Signature]

NOTARY PUBLIC
DA 1962

Notary Public, Cobb County, Georgia
My Commission Expires Feb 11, 1996

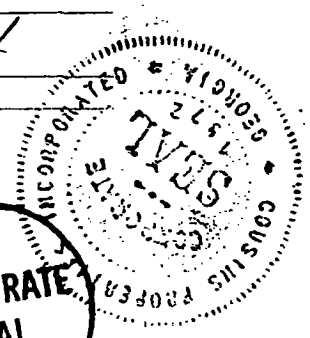


EXHIBIT "B"

REAL PROPERTY SUBJECT TO ANNEXATION

ALL THOSE TRACTS OR PARCELS OF LAND lying and being within five miles of any portion of any boundary to that certain property described in Exhibit "A" to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, which property shall include, but not be limited to, the following:

ALL THAT PARCEL AND TRACT OF LAND lying and being in Land Lots 288, 289, 303, and 304 of the 19th District, 2nd Section, Cobb County, Georgia, and more particularly described as follows:

BEGINNING at the intersection of the western boundary of Corner Road (50-foot right-of-way) with the point common to Land Lots 289 and 288; traveling thence along the western boundary of Corner Road the following courses and distances: along the arc of a 1204.53 foot radius curve an arc distance of 202.98 feet (being subtended by a chord bearing South 22° 49' 26" East, a chord distance of 202.74 feet) to a point; thence South 27° 39' 05" East a distance of 184.55 feet to a point; thence along the arc of a 1063.84 foot radius curve an arc distance of 187.33 feet (being subtended by a chord bearing South 22° 36' 24" East, a chord distance of 187.09 feet) to a point; thence South 17° 33' 43" East a distance of 194.38 feet to a #4 rebar set; thence leaving said right-of-way and traveling North 87° 36' West a distance of 399.14 feet to a #4 rebar set; thence South 59° 00' West a distance of 58.16 feet to a #4 rebar set; thence South 20° 40' East a distance of 330.00 feet to a #4 rebar set; thence South 46° 37' West a distance of 250.00 feet to a #4 rebar set; thence South 13° 45' West a distance of 400.00 feet to a #4 rebar set; thence South 54° 00' East a distance of 125.00 feet to a #4 rebar set; thence South 00° 00' West a distance of 70.00 feet to a #4 rebar set; thence South 63° 10' West a distance of 220.00 feet to a #4 rebar set; thence South 02° 17' 20" West a distance of 110.00 feet to a point located on the line common to Land Lots 304 and 363; travelling thence along said common land lot line the following courses and distances: North 87° 42' 40" West a distance of 311.86 feet to a 4x6 marble monument; thence North 87° 44' 30" West a distance of 492.48 feet to a 1½ otf; thence North 87° 41' 09" West a distance of 209.01 feet to a 4x6 marble monument; thence North 02° 32' 10" East a distance of 146.92 feet to a #4 rebar found; thence North 02° 18' 13" East a distance of 480.13 feet to a #4 rebar found; thence North 88° 00' 48" West a distance of 1050.92 feet to a #4 rebar set; then North 89° 56' 01" West a distance of 312.21 feet to a #4 rebar found; then North 02° 20' 32" East a distance of 649.08 feet to a #4 rebar set at the point common to Land Lots 290, 291, 302 and 303; thence South 87° 31' 01" East a distance of 1363.02 feet to a #4 rebar found at the point common to Land Lots 289, 290, 303 and 304; thence North 02° 21' 29" East a distance of 704.85 feet to a 1" ctf; thence South 83° 16' 51" East a distance of 1349.32 feet to a 3/4-inch otf located at a point on the line common to Land Lots 289 and 288; thence along said common land lot line North 03° 05' 09" East a distance of 104.00 feet to a #4 rebar set, being the TRUE POINT OF BEGINNING.

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a distance of 191.88 feet to a point; thence North $01^{\circ} 07' 46''$ West
a distance of 142.69 feet to a point; thence North $11^{\circ} 59' 54''$ East
a distance of 107.98 feet to a point; thence North $63^{\circ} 13' 54''$ East
a distance of 87.39 feet to a point; thence North $02^{\circ} 01' 06''$ West
a distance of 177.23 feet to a #4 rebar set; thence South $88^{\circ} 00' 48''$ East
a distance of 1050.92 feet to a #4 rebar found; thence South $02^{\circ} 18' 13''$ West
a distance of 480.13 feet to a #4 rebar set; thence South $02^{\circ} 32' 10''$ West
a distance of 146.92 feet to a 4x6 marble monument located at the POINT OF BEGINNING.

70

FILED AND RECORDED

1995 JUN -7 PM 3:05

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

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

wait

Cross Reference to Declaration:

Deed Book 8501
Page 213

Deed Book 8722
Page 212

STATE OF GEORGIA

COUNTY OF COBB

*900
PR*

FIRST SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR ECHO MILL

THIS SUPPLEMENTAL DECLARATION is made this 15th day
of June, 1995, by Cousins Real Estate Corporation, a Georgia
corporation (the "Declarant").

W I T N E S S E T H

WHEREAS, on September 26, 1994, Declarant filed that certain
Declaration of Covenants, Conditions, and Restrictions for Echo Mill
("Declaration") recorded in Deed Book 8501, Page 213 et. seq., of the Public
Records of Cobb County, Georgia; and

WHEREAS, on February 10, 1995, Declarant filed that certain Amendment
to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill
recorded in Deed Book 8722, Page 212 et. seq., of the Public Records of Cobb
County, Georgia; and

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

WHEREAS, the real property described on Exhibit "A" attached hereto
("Additional Property") is a portion of that property described on Exhibit "B"
to the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to
the terms of the Declaration;

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. Such property shall
be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise

encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Echo Mill Neighborhood Association, Inc. in accordance with the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

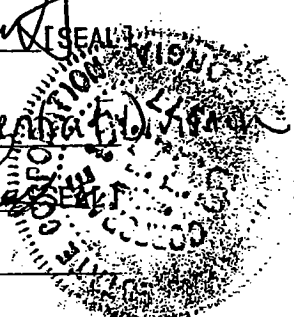
DECLARANT: COUSINS REAL ESTATE CORPORATION,
a Georgia corporation

By: *Don E. Smith*

Its: President - Residential Division

Attest: *Tom J. Chalant*

Its: Secretary



Signed, sealed, and delivered
this 1st day of June,
1995, in the presence of:

Delores A. Schmidt
NOTARY PUBLIC
Cherokee County, Georgia
My Commission Expires Feb 11, 1996
DOCS 206 05/19/95



EXHIBIT "A"

ADDITIONAL PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 289, 290, & 291 of the 19th District, 2nd Section of Cobb County, Georgia, being more particularly described as Lots 55 through 99, Lots 212 through 217, inclusive, as shown on that certain Plat of Echo Mill, Unit II prepared by Gaskins Surveying Co., which plat was recorded on March 14, 1995, in Plat Book 155, Page 19, Cobb County, Georgia, land records, as such plat may from time to time be amended or revised.

BK8902PG0854

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After recording, please return to:

David A. Herrigel, Esq.
Hyatt & Stubblefield, P.C.
225 Peachtree Street, Suite 1200
Atlanta, Georgia 30303

waiting

16.00
RR

FILED AND RECORDED
1995 JUL 31 PM 2:34

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

STATE OF GEORGIA
COUNTY OF COBB

References: Deed Book 8501
Page 213

Deed Book 8722
Page 212

Deed Book 8902
Page 352

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR ECHO MILL**

THIS AMENDMENT is made as of the date set forth below by Cousins Real Estate Corporation, a Georgia corporation.

WHEREAS, on September 26, 1994, Cousins Real Estate Corporation, a Georgia corporation, as declarant ("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 ("Declaration"); and

WHEREAS, on February 10, 1995, the Declaration was amended by that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill recorded in Deed Book 8722, Page 212 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

WHEREAS, on June 7, 1995, Declarant filed that certain First Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill recorded in Deed Book 8902, Page 352 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

WHEREAS, pursuant to the terms of Section 15.2 of the Declaration, so long as the Class "B" membership exists, the Class "B" Member may unilaterally amend the Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner (as such capitalized terms are defined in the Declaration); and

WHEREAS, the Class "B" membership presently exists, with the Declarant being the sole Class "B" Member; and

WHEREAS, Declarant, as the Class "B" Member, desires to amend the Declaration to permit Owners of Units located adjacent to any lake, pond, or water retention facility (hereinafter, collectively, "Detention Pond(s)") located within the Properties (as defined in the Declaration), as such Detention Ponds are specifically designated on any plat, to construct, maintain, and use docks on a Detention Pond, subject to the architectural review and approval requirements set forth in Article IX of the Declaration

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and to provide for the use and enjoyment of the Detention Ponds by all Owners, subject to any applicable Use Restrictions and Rules promulgated pursuant to the Declaration; and

WHEREAS, Declarant desires to further amend the Declaration to provide notice to all Owners of the risks involved with the use of the swimming pool and other recreational facilities within the Properties; and

WHEREAS, the amendments provided for herein have no material adverse effect upon any right of any Owner;

NOW, THEREFORE, pursuant to the authority described herein, Declarant hereby amends the Declaration by adding thereto the provisions set out below which shall be incorporated in the Declaration as Article XVI:

ARTICLE XVI
USE OF DETENTION PONDS, SWIMMING POOL AND OTHER RECREATIONAL FACILITIES

16.1. Detention Ponds.

(a) Exclusive Easement for Docks. There is hereby reserved to each Owner of any Unit, the physical boundaries of which border any Detention Pond, an exclusive easement over a designated portion of such Detention Pond, for the purpose of constructing, maintaining, and using a boat dock. The Board, in its sole discretion, shall determine the area over which the dock shall extend and the appropriate size of any dock; provided, the exclusive easement in favor of any Owner shall not extend beyond the actual physical confines of the dock, as constructed.

No dock shall be constructed without first gaining approval in accordance with the architectural review and approval requirements set forth in Article IX of the Declaration. The use of any boat dock constructed pursuant to this Section shall be subject to any applicable Use Restrictions and Rules that are or may be promulgated by the Board pursuant to the Declaration; provided, the use of any such dock shall in all cases be limited to reasonable and ordinary purposes normally associated with the use of a dock (e.g., storing and launching boats).

(b) Dock Maintenance Responsibility. Any Owner constructing a dock hereunder shall maintain such dock in accordance with the Neighborhood-Wide Standard and in accordance with Section 5.2 of the Declaration. If an Owner fails to properly perform such maintenance responsibility, the Association may, but shall not be obligated to, perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 8.6 of the Declaration. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to performing such maintenance, except when immediate maintenance is required due to an emergency situation.

(c) Easement for Owners' Use and Enjoyment of Detention Ponds. Every Owner shall have a right and nonexclusive easement of use and enjoyment over each Detention Pond, subject to the accessibility of such ponds over the

Common Area, and further subject to any Use Restrictions and Rules which are or may be promulgated by the Board in accordance with the Declaration. The use of Detention Ponds shall, in any case, be limited to reasonable, recreational purposes, including, but not limited to, boating; provided, the Association may, in its discretion, suspend Owners' easement rights due to the condition of the Detention Pond (e.g., insufficient water levels) or otherwise.

(d) No Guarantees as to Suitability. The rights assigned to Owners pursuant to this Article are not intended to create any maintenance obligations on the part of the Declarant, the Class "B" Member or the Association. Neither the Declarant, the Class "B" Member nor the Association makes any representation or guarantee that the Detention Ponds, or the level of water within such Detention Ponds, will be suitable for any purpose, including boating or swimming.

16.2. Use of Swimming Pool and Other Recreational Facilities. Each Owner acknowledges that certain recreational facilities, including, but not limited to, a swimming pool, have been or shall be provided within the Properties for the use and enjoyment of the Owners, their families, tenants, other occupants of a Unit, and the guests of any such Persons. Each Owner hereby acknowledges that there are risks associated with the use of any such recreational facilities, including but not limited to, the swimming pool, and that all users of such facilities are solely responsible for such risk. Each Owner, by accepting a deed to a Unit, acknowledges that he or she has not relied upon the representations of Declarant or the Association with respect to the safety of any recreational facilities provided within the Properties.

The Association may, but shall not be obligated to, contract with, employ or otherwise provide, from time to time, a lifeguard to be present at any swimming pool on the Properties. Each Owner acknowledges that the presence of a lifeguard shall not create a duty on the part of the Declarant or the Association in favor of the users of the swimming pool to provide for, insure or guarantee the safety of such use. Each Owner acknowledges that the presence of a lifeguard shall not in any way alter the risks assumed by each Owner, his or her family members, tenants, other occupants of Owner's Unit and guests of any such Persons, which risks shall continue to be assumed by the user of the swimming pool.

16.3. Limitation of Liability. Each Owner, by acceptance of a deed to a Unit, acknowledges that the use and enjoyment of any Detention Pond, swimming pool or other recreational facility involves risk of personal injury or damage to property. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Unit that the Association, its Board and committees, and the Declarant are not insurers of personal safety and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, resulting from the use and enjoyment of any Detention Pond, swimming pool or other recreational facility. Each Owner agrees that neither the Association, the Board and any committees, nor the Declarant shall be liable to such Owner or any other Person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other wrong or entitlement to remedy based upon, due to, arising from or otherwise relating to the use of any Detention

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Pond, swimming pool, or other recreational facility, including, without limitation, any claim arising in whole or in part from the negligence of the Association or the Declarant.

The Declarant or the Association may, but shall not be obligated to, implement or maintain certain safety measures designed to make use of any Detention Pond, swimming pool, or other recreational facility safer than such use otherwise might be; provided, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of the safety of any Person, including, but not limited to Owners, tenants, or occupants of any Unit or the guests of such Persons, while such Person is using any Detention Pond, swimming pool or other recreational facility for any purpose. In addition, neither the Association nor the Declarant shall be held liable for any loss or damage by reason of failure to provide adequate safety measures or ineffectiveness of safety measures undertaken. No representation or warranty is made that any safety measures undertaken will be effective, nor that any such measures will in all cases prevent any personal injury or loss or damage to property that the measure is designed or intended to prevent.

IN WITNESS WHEREOF, Declarant, as the Class "B" Member, has executed this Amendment under seal this 24th day of July, 1995.

DECLARANT: COUSINS REAL ESTATE CORPORATION, a Georgia corporation

By: [Signature]
Title: President - Residential Division

Attest: [Signature]
Title: Secretary

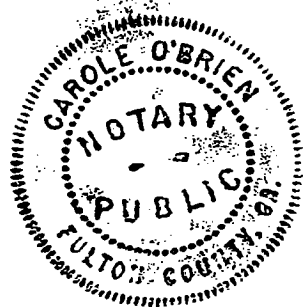
[CORPORATE SEAL]

Signed, sealed, and delivered this 24th day of July, 1995, in the presence of:

[Signature]
WITNESS

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

DOCS4241



FILED AND RECORDED

96 FEB 27 AM 9:47

After recording, please return to:

David A. Herrigel, Esq.
Hyatt & Stubblefield, P.C.
225 Peachtree Street, Suite 1200
Atlanta, Georgia 30303

MWD

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

STATE OF GEORGIA
COUNTY OF COBB

Reference: Deed Book 8501
Page 213

Deed Book 8722
Page 212

Deed Book 8902
Page 352

Deed Book 9005
Page 236

1400

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ECHO MILL

THIS AMENDMENT is made as of the date set forth below by Cousins Real Estate Corporation, a Georgia corporation.

WHEREAS, on September 26, 1994, Cousins Real Estate Corporation, a Georgia corporation, as declarant ("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 ("Declaration"); and

WHEREAS, on February 10, 1995, the Declaration was amended by that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded in Deed Book 8722, Page 212 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

WHEREAS, on June 7, 1995, Declarant filed that certain First Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill recorded in Deed Book 8902, page 352 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

WHEREAS, on July 31, 1995, the Declaration was amended by that certain Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded in Deed Book 9005, Page 236 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

WHEREAS, pursuant to the terms of Section 15.2 of the Declaration, so long as the Class "B" membership exists, the Declarant may unilaterally amend the Declaration, provided the amendment has no material adverse effect upon any right of any Owner (as such capitalized terms are defined in the Declaration); and

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WHEREAS, the Class "B" membership presently exists, with the Declarant being the sole Class "B" Member; and

WHEREAS, the Declarant desires to amend the preamble and Article VII of the Declaration to allow annexation without approval of Membership by recording a plat describing the property to be annexed; and

WHEREAS, Declarant also desires to amend Exhibit "C" to the Declaration to remove the complete prohibition on the placement of satellite dishes on the Properties and to provide that satellite dishes measuring 18 inches or less in diameter may be permitted within the Properties in accordance with the standards set forth in the Design Guidelines and subject to the approvals required pursuant to Article IX of the Declaration; and

WHEREAS, the amendments provided for herein have no material adverse effect upon any right of any Owner;

NOW, THEREFORE, pursuant to the authority described herein, Declarant, as the Class "B" Member, hereby amends the Declaration as follows:

1.

The preamble to the Declaration is hereby amended by deleting the first sentence of the third paragraph in its entirety and substituting the following therefor:

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property subjected to this Declaration as provided below shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration.

2.

The second paragraph of Section 7.1 is hereby amended by deleting it in its entirety and substituting the following therefor:

Such annexation shall be accomplished by filing in the Public Records a plat describing the property being annexed or by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such annexation shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing of record of such plat or Supplemental Declaration unless otherwise provided therein.

3.

Section 2 of Exhibit "C," Prohibited Activities and Conditions, subsection (b), is hereby amended by deleting Section 2 (b) in its entirety and substituting the following therefor:

(b) Any construction, erection or placement of any clothesline, or antenna, satellite dish, or other apparatus for the

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transmission or reception of television, radio, satellite, or other signals of any kind, permanently or temporarily, on the outside portion of the Unit, whether such portion is improved or unimproved. Notwithstanding the above, a satellite dish measuring 18 inches or less in diameter may be permitted by the Reviewing Body in accordance with Article IX of the Declaration if found to be in compliance with the standards set forth in the Design Guidelines.

IN WITNESS WHEREOF, Declarant, as the Class "B" Member, has executed this Amendment under seal this 22nd day of February, 1996.

DECLARANT: COUSINS REAL ESTATE CORPORATION,
a Georgia corporation

By: [Signature]
Title: President - Residential Division

Attest: [Signature]
Title: Secretary

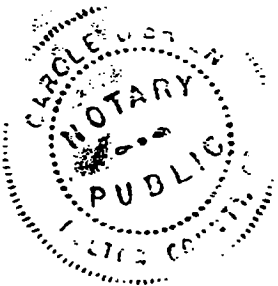
Signed, sealed and delivered this 22nd day
of February, 1996,
in the presence of:

[Signature: Nelson A. Schmidt]
WITNESS

[Signature: Charles Brown]
NOTARY PUBLIC

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

4916/EchoMill/CA Docs-3rd Amend 012496-HCB



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

Handwritten initials

FILED AND RECORDED

96 FEB 27 AM 9:47

Jay C. Stephenson

COBB SUPERIOR COURT CLERK

Reference:

Deed Book 8501
Page 213

Deed Book 8722
Page 212

Deed Book 8902
Page 352

Deed Book 9005
Page 236

Deed Book 9436
Page 268

1600

**SECOND SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR ECHO MILL**

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of February, 1996, by Cousins Real Estate Corporation, a Georgia corporation.

WITNESSETH

WHEREAS, on September 26, 1994, Cousins Real Estate Corporation, a Georgia corporation, as declarant ("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 ("Declaration"); and

WHEREAS, on February 10, 1995, the Declaration was amended by that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded in Deed Book 8722, Page 212 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

WHEREAS, on June 7, 1995, Declarant filed that certain First Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill recorded in Deed Book 8902, page 352 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

WHEREAS, on July 31, 1995, the Declaration was amended by that certain Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded in Deed Book 9005, Page 236 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

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WHEREAS, on February 22, 1996, the Declaration was amended by that certain Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded in Deed Book 9436, Page 268 et seq., of the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

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

WHEREAS, the real property described on Exhibit "A" attached hereto ("Additional Property") is owned by the Declarant and is a portion of that property described on Exhibit "B" to the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

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. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the Echo Mill Neighborhood Association, Inc. in accordance with the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: COUSINS REAL ESTATE CORPORATION,
a Georgia corporation

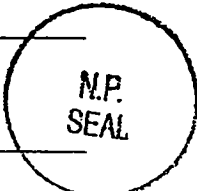
By: [Signature]
Title: President - Residential Division

Attest: [Signature]
Title: Secretary

Signed, sealed and delivered this 22nd day
of February, 1996,
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC



9976/EchoMill/CA Docs-2ndSuppDec/012496-HCB
Notary Public, Fulton County, Georgia.
My Commission Expires January 11, 1999.

Property Line Description

All that tract or parcel of land lying and being in Land Lot 289, 290, 303, 304 and 364 of the 19th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Beginning at the northwest corner of land lot 303;
 thence South 87 degrees 31 minutes 01 seconds East, 974.54 feet to a point;
 thence North 78 degrees 00 minutes 00 seconds East, 104.31 feet to a point;
 thence North 16 degrees 23 minutes 34 seconds East, 173.77 feet to a point;
 thence North 35 degrees 34 minutes 00 seconds East, 214.86 feet to a point;
 thence South 79 degrees 10 minutes 53 seconds East, 158.37 feet to a point;
 thence South 22 degrees 15 minutes 25 seconds East, 70.67 feet to a point;
 thence South 62 degrees 28 minutes 29 seconds East, 151.25 feet to a point;
 thence North 15 degrees 36 minutes 55 seconds East, 102.25 feet to a point;
 thence South 86 degrees 07 minutes 00 seconds East, 325.03 feet to a point;
 thence South 02 degrees 00 minutes 00 seconds West, 198.78 feet to a point;
 thence South 13 degrees 00 minutes 00 seconds West, 107.00 feet to a point;
 thence South 52 degrees 48 minutes 00 seconds West, 79.74 feet to a point;
 thence South 89 degrees 48 minutes 00 seconds West, 100.00 feet to a point;
 thence South 00 degrees 12 minutes 00 seconds East, 150.00 feet to a point;
 thence South 27 degrees 24 minutes 04 seconds West, 56.42 feet to a point;
 thence South 00 degrees 12 minutes 00 seconds East, 137.00 feet to a point;
 thence South 75 degrees 00 minutes 00 seconds West, 60.00 feet to a point;
 thence South 39 degrees 00 minutes 00 seconds West, 50.00 feet to a point;
 thence South 24 degrees 50 minutes 00 seconds West, 152.00 feet to a point;
 thence South 22 degrees 00 minutes 00 seconds East, 74.00 feet to a point;
 thence South 01 degrees 26 minutes 00 seconds East, 200.00 feet to a point;
 thence South 51 degrees 00 minutes 00 seconds West, 64.17 feet to a point;
 thence South 16 degrees 08 minutes 23 seconds West, 155.52 feet to a point;
 thence South 40 degrees 36 minutes 05 seconds West, 54.09 feet to a point;
 thence South 20 degrees 03 minutes 43 seconds West, 177.91 feet to a point;
 thence North 87 degrees 41 minutes 09 seconds West, 78.47 feet to a point;
 thence South 02 degrees 16 minutes 14 seconds West, 672.48 feet to a point, said point being on the westerly right-of-way of Wright Road (50' R/W);
 thence along said westerly right-of-way North 77 degrees 44 minutes 43 seconds West, 269.69 feet to a point;
 thence along a curve to the left, an arc distance of 263.47 feet, said curve having a radius of 1702.13 feet and being subtended by a chord of 263.20 feet, at North 82 degrees 10 minutes 47 seconds West, to a point;
 thence North 86 degrees 36 minutes 50 seconds West, 149.32 feet to a point;
 thence along a curve to the left, an arc distance of 360.50 feet, said curve having a radius of 2199.07 feet and being subtended by a chord of 360.09 feet, at South 88 degrees 41 minutes 23 seconds West, to a point;
 thence leaving said westerly right-of-way North 17 degrees 23 minutes 44 seconds East, 161.39 feet to a point;

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thence North 07 degrees 35 minutes 44 seconds East, 181.09 feet to a point;
thence North 05 degrees 06 minutes 16 seconds West, 187.59 feet to a point;
thence North 38 degrees 11 minutes 26 seconds West, 91.85 feet to a point;
thence North 16 degrees 32 minutes 07 seconds West, 191.88 feet to a point;
thence North 01 degrees 07 minutes 46 seconds West, 142.69 feet to a point;
thence North 11 degrees 59 minutes 54 seconds East, 107.98 feet to a point;
thence North 63 degrees 13 minutes 54 seconds East, 87.39 feet to a point;
thence North 02 degrees 01 minutes 06 seconds West, 177.23 feet to a point;
thence North 89 degrees 56 minutes 01 seconds West, 312.21 feet to a point;
thence North 02 degrees 20 minutes 32 seconds East, 649.08 feet to a point;
said point being the POINT OF BEGINNING;

Said tract or parcel of land contains 62.71 acres.

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