

EXHIBIT "A"

Definitions

The following words, when used in this Declaration or in any amendment to this Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Articles of Incorporation" shall mean the Articles of Incorporation of Shawnee Ridge Owners Association, Inc., as such document may be amended.
- (b) "Association" shall mean and refer to Shawnee Ridge Owners Association, Inc., a nonprofit, nonstock, membership corporation incorporated under the laws of the State of Georgia, its successors and assigns.
- (c) "Association Expenses" shall mean and include the actual and estimated expenses (both operating expenses and capital expenses) of the Association, both for general and Parcel purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the By-Laws, and the Articles of Incorporation.
- (d) "Board of Directors" or "Board" shall mean the governing body of the Association, and the Board shall have such duties as are provided in the Declaration, the By-Laws, the Articles of Incorporation, and the Georgia Nonprofit Corporation Code.
- (e) "By-Laws" shall refer to the By-Laws of Shawnee Ridge Owners Association, Inc., attached to this Declaration as Exhibit "E" and incorporated herein by this reference, as such document may be amended.
- (f) "Certificate of Occupancy" shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Unit.
- (g) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, whether located within or without the boundaries of the Community.
- (h) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto of all or any portion of the real property described in Exhibit "C", attached hereto, as may be made by Declarant by an amendment to the Declaration; and (ii) such additions thereto of other real property as may be made by the Association by an amendment to the Declaration.
- (i) "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may

be more specifically determined by the Board of Directors of the Association and by committees required or permitted to be established pursuant to the Declaration and By-Laws. Such determination, however, must be consistent with the Community Wide Standard originally established by the Declarant.

(j) "Declarant" shall mean and refer to The Shawnee Ridge Joint Venture, a Georgia joint venture comprised of Industrial Developments International, Inc. and Suwanee Gwinnett Joint Venture, a Georgia joint venture which is comprised of Suwanee Gwinnett, L.P., a Georgia limited partnership and CMS Gwinnett County, L.P., a Delaware limited partnership, and its successors in title and assigns, provided any such successor in title or assign shall acquire for the purpose of development and/or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "B", attached hereto, or in Exhibit "C", attached hereto, and shall expressly assume all rights and obligations of the Declarant hereunder, and provided further, in the instrument of conveyance to any such successor in title or assign, such successor in title or assign is designated as the Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "B", attached hereto, and in Exhibit "C", attached hereto, which is now or hereafter subjected to this Declaration, there shall be only one (1) person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one (1) point in time.

(k) "Declaration" shall mean this Restated Declaration of Protective Covenants for Shawnee Ridge as such document may be amended.

(l) "General Assessments" shall mean assessments levied for Association Expenses determined by the Board to benefit all Owners and Occupants.

(m) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number; provided, whenever any action permitted by this Declaration or the By-Laws requires the approval of a Majority of the total vote of the Association or a Majority of the votes represented at a meeting of the membership, the term "Majority" shall refer to a Majority of the votes held by Persons other than the Declarant if the Declarant is entitled to appoint a Majority of the members of the Board of Directors pursuant to Article III of the By-Laws.

(n) "Member" shall mean a Person that is a member of the Association as provided in the Declaration.

(o) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(p) "Mortgagee" shall mean the holder of a Mortgage.

(q) "Occupant" shall mean any Person occupying all or any portion of a Unit or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(r) "Owner" shall mean the record owner, whether one (1) or more Persons, of the fee simple title to any real property located within the Community, including contract sellers, but excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation and excluding contract purchasers.

(s) "Parcel" shall mean and refer to separately designated commercial areas comprised of various types of commercial and residential property which initially or by amendment are made subject to this Declaration. For example, and by way of illustration and not limitation, a commercial condominium development, an office park, and a shopping center may all be designated as separate Parcels. If separate Parcel status is desired, the Declarant shall designate in the amendment to the Declaration subjecting the property to the terms and conditions of this Declaration that such property shall constitute a separate Parcel or Parcels. In the absence of specific designation of separate Parcel status, all property made subject to this Declaration shall be considered a part of the same Parcel. The Board may also grant Parcel status to any area if so requested in writing by Owners holding at least seventy five (75%) percent of the total vote entitled to vote thereon in such area.

(t) "Parcel Assessments" shall mean assessments for Association Expenses provided for herein or by any amendment to the Declaration which are incurred for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of only the Owners and Occupants of the Parcel against which the specific Parcel Assessment is levied and of maintaining the properties within a given Parcel, all as may be specifically authorized from time to time by the Board of Directors.

(u) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(v) "Unit" shall mean any property, improved or unimproved, subjected to this Declaration. Each Owner shall notify the Association or the Association's designee immediately upon issuance of a Certificate of Occupancy for any portion of a structure on a Unit.