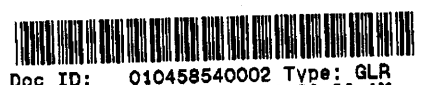


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Filed: 04/21/2008 at 10:26:30 AM
Fee Amt: \$12.00 Page 1 of 2
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK **5105** PG **694-695**

Ret

After recording return to:
William H. Dodson, II, LLC
6000 Lake Forrest Drive, Ste. 300
Atlanta, Georgia 30328

07-49356

Cross-Reference to:
Declaration of Easements, Covenants,
and Restrictions for Bridle Station dated
Oct 26, 2007 and recorded in Deed
Book 5105, Page 689, Forsyth, County,
Georgia Records 689

VARIANCE

The undersigned, Polo Fields II, LLC, as the Declarant under that certain Declaration of Easements, Covenants and Restrictions for Bridle Station, dated as of October 26, 2007, and recorded in Deed Book 5105, Page 689, Forsyth County, Georgia Records (the "Declaration"), which subjected and imposed upon the Property described therein certain covenants, conditions, restrictions, reservations, easements, equitable servitudes, charges and liens, hereby grants to SunTrust Bank, as the Owner of Parcel 2 the following approvals and variances, as contemplated and provided for in Article XI of the Declaration:

1. Subject to approval thereof by the appropriate authorities of Forsyth County, Georgia, Declarant hereby approves for use within Parcel 2 the standardized signage for branch banks currently utilized by SunTrust Bank, and which may hereafter by utilized by SunTrust Bank, from time to time. Further, and subject to approval by the appropriate authorities of Forsyth County, Georgia, Declarant shall approve for use within Parcel 2 the standardized signage for branch banks utilized by any bank which is the successor-in-interest to SunTrust Bank by merger or acquisition.

2. With respect to the requirements for insurance set forth in Sections 3.3 (b) and (d) of the Declaration, Declarant hereby grants the following variance to SunTrust Bank with respect to such requirements:

(a) Insurance coverage required to be maintained by SunTrust Bank shall not be required to provide that thirty (30) Days' advance notice be given to Declarant prior to cancellation or material change in the scope or amount of coverage, nor shall it require that Declarant and the Owner of the other Parcel be named as an additional insured.

(b) Notwithstanding the terms of subsection 3.3 (b) (v) of the Declaration, the deductible for SunTrust Bank may be \$250,000.00.

(c) Notwithstanding the terms of Section 3.3 (b) of the Declaration, SunTrust Bank shall have the right to self-insure in which event none of the provisions of Section 3.3 (b) shall

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be applicable to SunTrust Bank, provided SunTrust Bank provides to Declarant written notice of its election to self-insure.

(d) Notwithstanding the terms of Section 3.3 (d) of the Declaration, subject to the provisions of 2 (d) above, SunTrust shall not be required to give the required evidence of insurance to Declarant, and accordingly Declarant shall not have the right to obtain and pay for that insurance and receive reimbursement from SunTrust required to have the insurance.

3. Terms used herein and indicated by the initial capitalization thereof shall have the meanings ascribed to them in the Declaration, unless otherwise indicated herein.

IN WITNESS WHEREOF, the undersigned has executed this Variance under seal as of the 16th day of April, 2008.

DECLARANT:

POLO FIELDS II, LLC, a Georgia limited liability company:

By: _____ (SEAL)
Manager

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My commission expires: 1/12/09

[AFFIX NOTARIAL SEAL OR STAMP]

