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**DECLARATION OF COVENANTS
AND
RESTRICTIONS**

State of Georgia
County of Rabun

THIS DECLARATION is made this 27 day of April, 2012 by DELTA BRAVO ENTERPRISES, INC., a Georgia Corporation of Rabun County, Georgia (hereinafter called the "Declarant") and is joined in by J. DANIEL BENSON a resident of Rabun County, Georgia, as follows:

WITNESSETH

WHEREAS, Declarant is the owner of real property located in Land Lot 19 of the Fifth Land District of Rabun County, Georgia as hereinafter described; and,

WHEREAS, J. Daniel Benson and other property owners who own lands adjacent to the property of Delta Bravo Enterprises, Inc.; and,

WHEREAS, the Declarant desires to provide for the benefit of all the residents of the properties hereinafter described the use, maintenance and repair of an aircraft runway; a joint well system and roads serving the properties submitted to this Declaration, and Green Space Areas; and,

WHEREAS, Declarant deems that it is desirable to create an owner's association (as hereinafter defined) to maintain and administer the aircraft runway, Green Space Areas, drilled water well and roads to be used by the property owners hereinafter specified; and,

WHEREAS, Declarant intends that every property owner (as hereinafter defined) of a residential Tract (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration, become a member of the Association and shall be subject to its valid rules and regulations and subject to the assessments properly created by the Association pursuant hereto; and,

WHEREAS, J. Daniel Benson joins in the execution of this Declaration for the purpose of submitting his property hereinafter defined to the terms and conditions, obligations and requirements of this Declaration and further to consent to membership in the Association and to submit his respective property to the valid rules, regulations, and assessments as may be created by the Association pursuant hereto;

NOW THEREFORE, the Declarant and the other parties to this Declaration declare that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties executing this Declaration and all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof, their respective heirs, successors, transferees, personal representatives and assigns.

ARTICLE 1

Definitions

Definitions. The following terms when used in this Declaration of Covenants (unless the context shall clearly indicate to the contrary) shall have the following meaning:

(a) "Association" shall mean and refer to Big Creek Flying Ranch Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Georgia.

(b) "Common Use Areas" shall mean and refer to the aircraft runway, well, roads, bridge, and Green Space Areas as hereafter defined.

(c) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.

(d) "Declarant" shall mean Delta Bravo Enterprises, Inc.

(e) "Development Documents" shall mean and refer to this Declaration, the Articles of Incorporation and By-Laws of the Association attached hereto as **EXHIBITS "A" and "B"**.

(f) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Recreation Area.

(g) "Mortgage" shall mean and refer to any security instrument by means of which title to a property is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.

(h) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Residential Tract (as hereinafter defined) in a portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(i) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.

(j) "Green Space Areas" shall mean and refer to the property described in Article 2, Section 2.

(k) "Recreational Purposes" shall mean and include activities such as picnicking and engaging in sporting activities, walking, riding of non-motorized vehicles and such other activities as may be delineated by the Board of Directors of the Association from time to time.

(l) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to this Declaration of Covenants and Restrictions and to the jurisdiction of the Association pursuant to Article 2, Section 4 of this Declaration.

(m) "Residential Tracts" or "Tract" shall mean and refer to each single family detached house and/or each single lot of property intended for a single family detached house or any other equivalent form of residential building and described in Article 2, Sections 1 and 4.

(n) "Aircraft Runway" or "Runway" shall mean and refer to that certain runway seventy-five (75) feet in width and three-thousand (3000) feet in length and described upon plats of survey recorded in the office of the Clerk of Rabun Superior Court in Plat Book 61, Page 209 and Plat Book 61, Page 210 and said surveys are incorporated herein by reference for a full and complete description of said Aircraft Runway and the location thereof.

ARTICLE 2

Property Subject to Declaration; Effect Thereof

Section 1. Property Hereby Subjected to This Declaration.

This Declaration is hereby imposed upon the following described Residential Tracts and real properties which shall be hereinafter held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

- (a) All those tracts or parcels of land lying and being in Land Lot 19 of the Fifth Land District of Rabun County, Georgia owned by Delta Bravo Enterprises, Inc. and designated as TRACT 3 consisting of 4.85 acres, TRACT 5 consisting of 6.15 acres, TRACT 8 consisting of 4.77 acres as described upon a plat of survey dated March 1, 2012, last revised April 16, 2012 prepared by W. Jonathan Rolader, Georgia Registered Land Surveyor No. 3231, said survey being recorded in the office of the Clerk of Rabun Superior Court in Plat Book 61, Page 209 and said survey is incorporated herein by reference for a full and complete description of said lands.

- (b) All that tract or parcel of land lying and being in Land Lot 19 of the Fifth Land District of Rabun County, Georgia owned by J. Daniel Benson and designated as Tract 4 consisting of 5.43 acres as described upon a plat of survey dated March 1, 2012, last revised April 26, 2012 prepared by W. Jonathan Roiader, Georgia Registered Land Surveyor No. 3231, said survey being recorded in the office of the Clerk of Rabun Superior Court in Plat Book 61, Page 210 and said survey is incorporated herein by reference for a full and complete description of said lands.

Section 2. Green Space Areas.

The Green Space Areas shown upon plats of survey recorded in the office of the Clerk of Rabun Superior Court in Plat Book 61, Page 209 and Plat Book 61, Page 210 shall be subject to the terms, conditions, obligations and requirements contained in this Declaration and shall be maintained and regulated by the Association, and used for recreational purposes and for other purposes as may be approved by the Association.

Section 3. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does hereby agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

Section 4. Additional Property.

The Declarant reserves the right, at any time, in the future to add additional property, either as a Tract or Tracts or as a Green Space Area, to the terms, conditions, restrictions and obligations contained in this Declaration. The property to be added to this Declaration shall consist of all or a portion of the lands described in Plat Book 61, Page 209 and Plat Book 61, Page 210 recorded in the office of the Clerk of Rabun Superior Court adjacent to the lands submitted to this Declaration, and shall include the lands owned by Delta Bravo Enterprises, Inc. and Rita Deik Benson.

ARTICLE 3
The Community Association; Automatic Membership and Voting Rights Therein.

Section 1. The Association.

The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist Big Creek Flying Ranch Homeowners Association, Inc., a nonprofit Georgia Corporation.

Section 2. Membership.

Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3. Classes of Membership; Voting Rights.

The Association shall have two classes of membership: Class A and Class B.

(a) Class A. Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3 with the exception of the Declarant. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

Everyone put
Declarant = Class A

(i) At such time as the Class B member shall so designate by notice in writing delivered to the Association, or

(ii) On the 1st day of July, 2018, whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(iii) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

(iv) Any proposal for a special assessment to be levied by the Association, except as otherwise specifically herein provided;

(v) Any proposal not to repair or reconstruct any damage or destruction to the aircraft runway, roads, well or Green Space Areas and the facilities thereon;

(vi) Any proposal to dedicate, transfer or sell all or any part of the Green Space Areas;

(vii) Any proposal of merger, consolidation or dissolution;

(viii) Any proposal to amend this Declaration or the Articles of Incorporation of the Association; and,

(ix) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Residential Tract in which they hold any interest required for membership under Section 2 of this Article 3. When more than one person holds an interest or interests in a Residential Tract, if there is more than one owner of a Tract, then the vote for such Residential Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Tract. In the event of a disagreement among such persons, and an attempt by two or more persons to cast a vote for such Residential Tract, such persons shall not be recognized in the vote with respect to such Residential Tracts and such vote shall not be counted.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Tract in which it holds any interest. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 2 of this Article 3. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or restated.

Section 4. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

Section 5. Meetings of the Membership.

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members, the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, and in the By-Laws of the Association as amended from time to time or by law.

ARTICLE 4

Aircraft Runway – Member's Rights and Restrictions

Section 1. Joint and Reciprocal Easement for Aircraft Runway.

Each Owner of a Residential Tract submitted to this Declaration or any Resident Tract added to this Declaration in the future, is hereby granted a joint and reciprocal, non-exclusive easement for use of the aircraft runway for the sole purpose of conducting landings and take offs of any aircraft owned by an owner or an owner's guest.

Section 2. Restrictions and Rules.

(a) No owner shall park any motor vehicle or place any other object within the designated runway and no aircraft shall be parked upon the runway.

(b) No owner shall store any fuel on any Tract and no fuel shall be stored on the runway.

(c) Tracts shall have a perpetual, non-exclusive easement to install, maintain and repair a driveway crossing the runway in a North and South direction, said driveway to be for the purposes of access, ingress and egress to and from a Tract owner's residence or home. All such driveways crossing the runway shall be installed, as nearly as practical, in a direction perpendicular to the right-of-way of the runway. Each Tract owner shall be responsible for installing such driveway by using asphalt paving or concrete and such asphalt or concrete shall be installed, and at all times maintained in such a manner as to be level with the unpaved portion of the runway. It is the intent of these restrictions that, as much as practically possible, such driveway(s) shall not create any irregularities in the surface of the runway so as to be a danger to or impede the landing or takeoff of aircraft.

(d) Notwithstanding anything contained in this Declaration to the contrary, each respective Tract owner agrees that any expenses for aircraft runway repair incurred because of the negligence of one Tract owner or the action or inaction of one Tract owner, or that Tract owner's agent, employees, contractors, guests and invitees shall be paid solely by that respective Tract owner. In the event that the Association shall be forced or be required to repair such damage, the Association shall have the right to recover the cost and expense of such repair from the Tract owner occasioning such damage.

Section 3. Owners Association – Rules and Maintenance.

The Association shall have the sole power to make any further rules and regulations concerning the use, operation and maintenance of the runway. The Association shall be responsible for enforcing all rules and regulations regarding the use of the runway. The Association shall be responsible for all maintenance and repair of the runway except as provided in Article 4, Section 2, Paragraph (c) and to that end the Association shall have the authority to levy regular and special assessments for use, maintenance and repair of the runway. These covenants and agreements for payment of assessments for use, maintenance and repair of the aircraft runway shall be considered covenants running with the above-

described lands and shall be binding upon the above-described owners, their heirs, successors, personal representatives, transferees and assigns.

ARTICLE 5

Road Easements and Maintenance; Utility Easements

Section 1. Roads.

A gravel road extends south from Rickman Airfield Road, crosses Stekoa Creek via a bridge, and extends to the Northerly right-of-way of the runway. The gravel road then divides and extends Easterly and Westerly along the right-of-way of the runway. The location of said road and bridge is more fully shown upon plats of survey recorded in the office of the Clerk of Rabun Superior Court in Plat Book 61, Page 209 and Plat Book 61, Page 210.

Section 2. Easement Rights for Roads.

The Declarant and J. Daniel Benson each grant, bargain, sell, and convey unto each party to this Declaration and hereby establish for each future owner of a Tract, a perpetual, non-exclusive easement for access, ingress and egress to and from each Tract over and across the roads and bridge described in Section 1 above. Said easements shall be easements appurtenant to each Tract, now existing or hereafter created, and shall inure to the benefit of the owner, his or her heirs, successors, transferees, personal representatives and assigns and shall be an easement appurtenant to each Tract.

Section 3. Maintenance and Repair.

Road maintenance and repair for all the roads and bridge described in Section 1 shall be assessed equally to the owners of all Tracts. In the event that further lands are added to or subjected to this Declaration, road and bridge maintenance shall be assessed equally to the owners of any and all Tracts. Maintenance and repair of the roads and bridge described in Section 1 shall be the responsibility of the Association and the Association shall have the right to levy assessments against all Tract owners for the cost and expense of road and bridge maintenance and repair. The covenants and agreements for payment of road and bridge maintenance and repair shall be considered covenants running with the above-described lands and shall be binding upon the above-described owners, their heirs, successors, personal representatives, transferees and assigns.

Section 4. Negligence by Owner.

Notwithstanding anything contained in this Declaration to the contrary, the Declarant and the parties joining in this Agreement hereby agree that any expenses for road and bridge repair incurred because of the negligence by one Tract owner or the actions of one Tract owner, or that Tract owner's agents, employees, contractors or sub-contractors, shall be paid solely by

that respective owner. In the event the owner's association shall be forced or be required to repair such damage, the owner's association shall have the right to recover the cost and expense of such repair from the Tract owner occasioning such damage.

Section 5. Parking.

Notwithstanding anything contained herein to the contrary, no Tract owner shall use any portion of the width of any jointly used road for the purpose of parking and said road shall be left open at all times for pedestrian and vehicular access.

Section 6. Utility Easement. There is hereby granted to each Tract owner, a perpetual, non-exclusive easement to install, maintain and repair all utilities in the areas lying twenty-five (25) feet from the right-of-way of the road described in Section 1 of the Article, fifteen (15) feet from the boundary line of any Tract and fifteen (15) feet from the South edge of the Runway.

ARTICLE 6

Joint Well Use, Maintenance and Repair

Section 1. Location of Well.

The Well serving all existing Tracts is located upon Tract 3 consisting of 4.85 acres and the location of the Well and other components for such well are shown upon a plat of survey prepared by W. Jonathan Rolader, Georgia Registered Land Surveyor No. 3231 dated March 1, 2012 last revised April 16, 2012 and recorded in the office of the Clerk of Rabun Superior Court in Plat Book 61, Page 209. Said plat is incorporated herein by reference for a full and complete description of the location of such Well.

Section 2. Easement and Usage Rights.

The Declarant and other parties joining this Declaration hereby grant, bargain, sell and convey a perpetual, non-exclusive easement right to each owner of a Tract for the purposes of use, maintenance and repair of the existing Well located on Tract 3. Said easement rights shall be for the purposes of providing water for each Tract and said easement rights shall inure to the benefit of the owners of said Tracts, their heirs, successors, transferees, assigns and personal representatives.

Section 3. Easement Rights - Water Lines.

The Declarant and other parties joining in the execution of this Declaration hereby grant, bargain, sell and convey unto each owner of a Tract a perpetual, non-exclusive easement to install, maintain and repair water lines extending from the Well described in Section 1. to each of the properties designated as Tracts. Water lines shall be installed as nearly as practically

possible to the Southerly boundary line of the runway and shall extend Easterly and Westerly along the right-of-way of the runway in order to provide water to each Tract. Installation of water lines shall be at the sole cost and expense of the owner of a Tract.

Section 4. Usage Rights and Obligations.

The easement rights contained in this Article shall not constitute an affirmative obligation by any party or the Association to provide water to the property of any other party. Rather, this agreement shall constitute an agreement and reciprocal easement of the use of said Well. In the event that water from said Well shall become unavailable or the Well shall become dry, then and in such event, the obligations of the parties under this agreement and the Association shall terminate.

Section 5. Repairs by Property Owner.

Installation and maintenance and repair of any water line, electrical line and other components of said Well used to provide water solely to the lands of a single Tract owner shall be maintained by that Tract owner at that Tract owner's sole cost and expense. In the event that any Tract owner or any agent, employee, contractor, sub-contractor of any owner shall damage any component of said water system, then the repair of such damage shall be at the sole cost and expense of that respective Tract owner.

Section 6. Maintenance by Association

Except as provided otherwise in this Article, the Association shall be responsible for all operation, maintenance and repair of the well, pump, waterlines or electrical lines or any components thereof used to provide water to the properties affected by this Declaration. The Association shall be responsible for procuring and paying for electrical service for the Well. The Association shall have the right and privilege to levy assessments against homeowners for the reasonable cost and expense of operation, maintenance and repair of the well and water system components.

The Association shall have the power and right to enact any rules or regulations reasonably necessary for the operation, maintenance and repair of the well and water system components.

Section 7. Use by Tract Owners.

Each owner of a Tract, now existing or later submitted to this Declaration shall be allowed to use water for any residence or building located upon their respective properties. However, no party to this agreement shall grant, bargain, sell or convey any license, permit or easement to any third party for use, maintenance and repair of the Well or for the use or sale of water from said Well. No owner of a Tract shall use the water from the Well for the purpose of filling any swimming pool.

ARTICLE 7 **Assessments**

Section 1. Creation of the Lien or Personal Obligation for Assessments.

Each Class A member, by acceptance of a deed or other conveyance for any Residential Tract in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (a) Annual assessments and charges; and,
- (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon as lawfully allowed, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

Section 2. Purpose of Assessment.

The assessments levied under this Article 7 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Common Use Areas and facilities related thereto including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 7 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Use Areas and facilities.

Section 3. Basis and Maximums of Annual Assessments.

Until such time as the Class A membership shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

(a) The maximum initial annual assessment of Class A members for the year 2012 shall be **THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$ 350.00)** per Residential Tract payable to the Association, and

(b) The Class B member shall pay whatever amount, if any, in excess of the Class A members' assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage (and only to maintain and manage, including the payment of ad valorem taxes) the Common Use Areas.

From and after such time as the Class A members shall be entitled to full voting privileges in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum annual assessment imposed prior to such time and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of the Association shall not be increased (or decreased) in any one year by an amount in excess of FIFTY percent (50%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective. The Board of Directors of the Association shall set the annual assessment at less than the maximum allowed pursuant to this Section.

Section 4. Special Assessments.

Upon the affirmative vote of the holders of sixty-seven percent (67%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Use Areas, including any necessary fixtures or personal property related thereto; or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by Section 3 of this Article.

Section 5. Equality of Assessment among Residential Tracts.

No Residential Tract within the Restricted Property shall bear a higher assessment than any other Residential Tract within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privileges in accordance with Article 3 of this Declaration, the Class B member may bear a greater or lesser assessment burden than the Class A member while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

Section 6. Date of Commencement of Annual Assessments: Due Dates.

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Tract shall become due and payable to the Association on the 28th day of February of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period; the payment for the annual assessment shall not be due until thirty (30) days after such notice is given; the failure to notify thirty (30) days prior to the annual assessment period shall not, however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3.

The first annual assessment payable to the Association with respect to a Residential Tract shall be adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

(b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effective Nonpayment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof as hereinafter provided for, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If an assessment is not paid within thirty (30) days after the due date, such assessment shall be delinquent and shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or Ten percent (10%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees equal to Fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding in law or equity. The lien provided for in this Article 7 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the owners property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Use Areas and facilities. The Association shall not waive any liens or rights it may have against any member or such members Residential Tract without the approval of holders of Eighty percent (80%) or more of the vote of those then entitled to vote all classes of membership.

(c) If the assessment is not paid within thirty (30) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the Common Use Areas and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay

assessments, due during the period of such suspension and shall not affect the permanent charge and lien on such member's property in favor of the Association.

Section 8. Subordination of Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restricted property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

ARTICLE 8

Architectural Standards

Section 1. General. No Tract shall be cleared and no exterior structure or improvement shall be placed, erected, installed or made upon any Tract or adjacent to any Tract where the purpose of the structure is to service such Tract except in compliance with this Article, and with the prior written approval of the Architectural Control Committee under this Section, unless exempted from the application and approval requirements pursuant to this Declaration.

All structures constructed on any portion of the properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or other qualified building designer. This Article shall not apply to the activities of the Declarant, nor to improvements to the Common Use Areas by or on behalf of the Association.

Section 2. Architectural Control Committee. The Architectural Control Committee ("ACC") shall be established for the purpose of enforcing this Declaration and the Design Standards, and approving modification or additions of existing Tracts or structures. The ACC will initially consist of the Declarant (to include any person appointed by Declarant to serve) until such time as the Class B Membership shall terminate. After such time the ACC shall consist of not less than three (3) nor more than five (5) individuals appointed by the Board; provided, however, that the ACC shall always have an uneven number of members, and all members are required to be an Owner. Neither the members of the ACC, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration. All costs of operating the ACC shall be borne by the Association.

Each member of the ACC shall be appointed by the Board. The Board may function as the ACC. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall be filled by the Board at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman. The Board may remove any member of the ACC at any time with or without cause.

Section 3. Purpose, Powers and Duties of the ACC. The purpose of the ACC is to ensure that any proposed installation, construction or alteration of any structure on any Tract shall be submitted to the ACC for approval as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Community, and as to the location of structures with respect to topography, finished ground elevation and surrounding structures. To the extent necessary to carry out such purpose, the ACC shall have all of the power and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any structure of any structure on any Tract.

Section 4. Activities. The ACC shall adopt and promulgate the Design Standards described in Section 5 and shall, as required, make findings, determinations, rulings and order with respect to conformity with the Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

Any member or group of members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of such member or members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this section. Written notice of the decision of such member or members shall, within fifteen (15) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision that he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Board. Upon the filing of any such

request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the Board, but in no event later than ten (10) days after the filing of such request. The decision of a majority of the members of The Board with respect to such matter shall be final and binding.

Section 5. Design Standards. The ACC shall from time to time interpret and enforce guidelines (the "Design Standards") for the purposes of (i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration, (ii) governing the procedure for such submission of plans and specifications, (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of structures and all other matters that require approval by the ACC pursuant to this Declaration; and (iv) assuring the conformity and harmony of external design and general quality of the Development.

Section 6. Submission of Plans and Specifications. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any Tract nor shall any existing structure upon any Tract be altered in any way which materially changes the exterior appearance of the structure or Tract, unless plans and specifications there for shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to: (a) a site plan showing the location of all proposed and existing structures on the Tract including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures; (b) a foundation plan; (c) a floor plan, (d) exterior elevations of proposed structures and alterations to existing structures, as such structures will appear after all back-filling and landscaping are completed; (e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed structures and alterations to existing structures; and (f) plans for landscaping and grading.

Section 7. Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, two (2) copies of such plans and specifications as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of plans and specifications for use in connection with any Tract or structure shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Tract or structure. Approval of any such plans and specifications relating to any Tract or structure, however, shall be final as to that Tract or structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Section 8. Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following: (a) the failure to include information in such plans and specifications as

may have been reasonably requested; (b) the failure of such plans or specifications to comply with this Declaration or the Design Standards; (c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installations, construction or alteration of a structure (i) to fail to be in conformity with Community Wide Standards, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding structures or property. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

Each Owner agrees to commence construction within sixty (60) days from the date of the approval by the ACC. After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. The initial construction of all structures must be completed within one (1) year after the commencement of construction, unless extended by the ACC in its sole discretion. All other construction (e.g., construction other than the initial construction of a Residence) shall be completed within time limits established by the ACC at the time the project is approved by the ACC.

Section 9. Variance. The ACC may authorize variances from compliance with any of its guidelines and procedures when circumstance such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the ACC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 10. Enforcement. The Declarant, any member of the ACC or the Board, or the representatives of each shall have the right, during reasonable hours and after reasonable notice, to enter upon any Tract to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article or Declaration. Any structure, improvement or landscaping placed or made in violation of this Article or Declaration shall be deemed to be nonconforming. Upon written request from ACC, Owners shall, at their own cost and expense, remove such structure or improvement and restore the Tract to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore the Tract as required, any authorized agent of Declarant, the ACC or the Board shall have the right to enter the Tract, remove the violation, and restore the Tract to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the Declarant and the ACC by any means of enforcement described in this Declaration. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Specific Assessment.

Unless otherwise specified in writing at the time of approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Tract, unless approval to modify any

application has been obtained. If, after commencement, any person fails to diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Tract and an opportunity to be heard in accordance with the By-laws, to enter upon the Tract and remove or complete any work and to assess all costs incurred against the Tract and the Owner thereof as a Specific Assessment.

Neither the ACC nor any member thereof nor the Association, the Declarant, or their members, officers or directors shall be held liable to any person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article, the Declaration or the Design Standards may be excluded by the ACC from the Community, subject to the notice and hearing procedures contained in the By-laws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ACC.

Section 11. Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age, handicap or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age, handicap or national origin.

Section 12. Disclaimer as to ACC Approval. Plans and specifications are not reviewed for engineering or structural design or quality of materials. By approving such plans and specifications, the ACC, nor the members thereof, assume liability or responsibility for any defect in any structure constructed from such plans and specifications. Neither the Association, the ACC, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to the ACC for approval, or to any Owner of property affected by these Declarations by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against the Association, the ACC, or the officers directors, members, employees, and agents of any of them to recover any such damages and hereby releases, waives, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE 9

Protective Covenants

Developer does hereby create, establish and declare the following Covenants and Restrictions to apply to the Restricted Property and to all persons owning a Tract now or hereafter.

(a) Tracts shall be used for residential purposes only. No business or commercial activity shall be conducted on any Tract.

(b) No mobile homes shall be allowed upon a Tract. For purposes of these Covenants and Restrictions, the term "mobile home" shall include modular homes, manufactured homes, doublewide houses with shingle roofs, house trailers, campers and other homes delivered to the property with wheels affixed. Provided, however, one over the road recreation vehicle shall be allowed upon a Tract so long as such vehicle is not permanently installed or occupied as a residence.

(c) Any residence located upon a Tract shall have a minimum of 1,500 square feet of heated floor space. The exterior of any residence or structure located on a Tract shall be finished in wood, brick or stone or a combination of such materials. The exterior of any such structure shall not contain any exposed concrete block. In the event the exterior of any such structure contains exposed concrete block, then all concrete block used in the construction of the structure shall be covered with wood, brick or stone or a combination of such materials. Provided, however, a greenhouse may be constructed on each of the above-described Tracts. Greenhouses located upon a Tract may not be used for commercial purposes. In the event that a greenhouse is constructed upon a Tract, then the above-referenced construction requirements for structures shall not apply to such greenhouses.

(d) Building materials including but not limited to lumber, brick, stone, cinder block or concrete may not be stored on any Tract except for the purposes of construction on such Tract and such materials may not be stored upon a Tract for longer than the length of time reasonably necessary for construction of any residence or structure to be located upon said Tract.

(e) All residential structures and other outbuildings constructed upon a Tract shall be completed within one (1) year from the date of commencement of construction.

(f) Any outbuildings (except for greenhouses) constructed upon any Tract shall be constructed in accordance with the same guidelines required for residential structures except as to required square footage.

(g) Roofs of any residence, structure or outbuilding may be metal or composition shingles or wood shakes. Metal roofs must be painted.

(h) No owner of a Tract may erect any structure or improvement upon any portion of a Tract lying within twenty-five (25) feet from the right-of-way of any road as shown upon the above-referenced plat of survey. No owner of a Tract may erect any structure or improvements upon any portion of the Tract lying within fifteen (15) feet from any other boundary line of the Tract, and fifteen (15) feet from the edge of the aircraft runway.

(i) There shall be no obnoxious or offensive activities conducted upon a Tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No Tract owner shall allow any animal to become an annoyance or nuisance to the neighborhood. Each Tract shall be kept in a neat and tidy condition and refuse, waste, garbage, junk or inoperative motor vehicles, aircraft or other objects of a similar nature shall not be kept upon a Tract except in an enclosed area.

(j) Any exterior lighting located upon a Tract including, but not limited to, farm lights, security lights, or other types of work lights shall not be installed so as to create any glare or reflection which may be an annoyance or nuisance to an owners of an adjacent Tract.

(k) All household refuse and garbage shall be placed in underground containers or in a screened in area concealed from the adjacent dwellings and roads. All above ground storage tanks for fuel shall be placed in a screened in area and concealed from adjacent dwellings and roads.

(l) Any fencing installed upon any Tract on an area lying along any road shown upon the plat of survey or lying within one-hundred (100) feet of such road shall be board fencing or artificial board fencing. No chain link fences may be installed upon any Tract in an area visible from any road shown upon the plat of survey.

(m) Any trees or timber cut or removed by an owner or felled by storm or natural disaster shall be removed from the property within a reasonable period of time and any remaining stumps shall be removed and the resulting area shall be filled and sown with grass or other vegetation.

(n) Any hobby or activity involving the assembly and disassembly of motor vehicles or other mechanical devices shall be conducted within an enclosed building.

(o) The size of a Tract shall not be reduced or subdivided.

(p) No individual sewage disposal systems shall be permitted on a Tract unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of said system as installed shall be obtained from the appropriate governmental authorities prior to such installation.

(q) No commercial signs of any kind shall be displayed to the public view on a Tract except for one sign advertising such Tract for sale or rent or signs used by a builder to advertise the Tract during the construction and sales period or to advertise the lending institution financing such construction.

(r) All utilities including, but not limited to electrical service, gas lines, phone lines, cable TV, water lines and sewer lines shall be placed underground.

(s) No owner of owners of a Tract shall engage in any activity including but not limited to excavating or grading, in violation of any ordinance, statute, law, rule or regulation concerning soil erosion, sedimentation and erosion enacted by any state, county or local government or agency.

ARTICLE 10 **Administration**

Section 1. Responsibility for Administration.

The administration of the Association, the maintenance, repair and operation of the Common Use Areas and facilities shall be the responsibility of the Association.

Section 2. Management and Maintenance Agreement

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the Common Use Areas and facilities. In the event the Association shall determine to place improvements on the Green Space Areas pursuant to this Declaration and enters into a management agreement for the operation of such facilities and improvements, the manager shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers directly by members of the Association or by this Declaration. Any management agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, and the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination thirty (30) days after Seventy percent (70 %) of the members then entitled to vote, affirmatively vote to so terminate such contract at any time after the Class A members are entitled to the full voting privileges in accordance with Article 3.

Section 3. Limitations of Liability; Indemnification.

Notwithstanding the duties of the Association to maintain and operate the Common Use Areas, the Association shall not be liable for injury or damage caused by the latent condition of the Common Use Areas nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

ARTICLE 11

Insurance and Casualty Losses

Section 1. Insurance.

The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Common Use Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a public

liability policy covering the Common Use Areas and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by accompanied license to do business in the State of Georgia and holding a " A " or better by Best's Insurance Report or a similar publication, and all policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

ARTICLE 12 **General Provisions**

Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said twenty (20) year period for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast at least Fifty-one percent (51%) of the votes of the Association and has been filed for record in the Office of the Clerk of the Superior Court of Rabun County, Georgia, at least ninety (90) days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Notices.

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 4. Amendment

The Covenants and Restrictions of this Declaration may be amended at any time during the first five (5) years following the day and year first above written by an instrument signed by members of the Association then entitled to cast at least Sixty percent (60%) of the votes of each class of members of the Association and, thereafter, by an instrument signed by members of the Association then entitled to cast at least Sixty percent (60%) of the votes of the Association; provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Rabun County, Georgia, and unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and the appropriate corporate seals affixed hereto, the day and year first above written.

DELTA BRAVO ENTERPRISES, INC.

By: [Signature]
J. Daniel Benson, President

[Signature]
J. Daniel Benson

Signed, sealed and delivered in the presence of the
Undersigned Notary Public on this 27 day
of April 2012.

Cathy H. Warren
Witness

Albert O. English
Notary Public
MY COMMISSION EXPIRES ON: 3-23-16



EXHIBIT "A"**ARTICLES OF INCORPORATION****Big Creek Flying Ranch Homeowner's Association,**
Inc.**ARTICLE I**

The name of this corporation shall be Big Creek Flying Ranch Homeowner's Association, Inc.

ARTICLE II

The corporation is formed pursuant to the Georgia non-profit corporation code and shall have perpetual duration.

ARTICLE III

This corporation shall have no stock or stock holders; it is not organized and shall not operate for profit or pecuniary gain; and no part of the net earnings of this corporation shall inure to the benefit of any member, director, officer or any private individual except that reasonable compensation may be paid for services rendered to or for this corporation effecting one or more of its purposes. No part of the activities of this corporation shall be for the carrying on of or propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

ARTICLE IV

The purpose for which this corporation is organized is to promote the recreation, use, health, safety, welfare, common benefit and enjoyment of the owners of Tracts 1 through 6

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inclusive located in Land Lot 19 of the Fifth Land District of Rabun County, Georgia as more fully described in plats of survey recorded in the office of the Clerk of Rabun Superior Court in Plat Book 61, Page 209 and Plat Book 61, Page 210 and in that certain Declaration of Covenants and Restrictions executed by Delta Bravo Enterprises, Inc., as Declarant and by J. Daniel Benson and Rita Delk Benson, and any amendments thereto (the "Declaration of Covenants and Restrictions" or the "Declaration"). Contemporaneously with the incorporation of this corporation, said Declaration of Covenants is being filed in the office of the Clerk of Superior Court of Rabun County, Georgia, to be recorded in the records of said court.

When used in these Articles of Incorporation, words such as, as for example, "Declarant", "Residential Tracts or Tract", and "Owner" shall have the meanings set forth in the Declaration of Covenants and Restrictions, unless the context shall otherwise require.

In so far as permitted by law, this corporation shall have the power to do anything that, in the opinion of the board of directors of this corporation, will promote, directly or indirectly, the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of a Tract or Tracts as describe herein above, including, but not limited, to the power to (i) to purchase, accept by gift, lease, hold, sell, mortgage, convey or otherwise acquire or dispose of any real or personal property necessary or proper for the carrying out of the purposes of this corporation; (ii) to own, acquire, construct, equip, operate, and maintain amenities, services and facilities incident to the purposes of this corporation; (iii) to fix, levy and collect assessments as provided in said Declaration of Covenants; and (iv) in general to exercise all of the rights, powers, privileges and immunities as are provided and allowed for similar corporations under the laws of Georgia, including, but not limited to, the Georgia Non-Profit Corporation Code, subject, however to any limitations set forth in said Declaration of Covenants.

ARTICLE V

The membership of this corporation shall be comprised of the owners of residential tracts as set forth in these Articles and in said Declaration of Covenants. Voting by the members of this corporation shall be as set forth in and subject to the provisions of said Declaration of Covenants.

ARTICLE VI

Directors shall be elected and serve as provided in the By-Laws of this corporation. Declarant shall have the power and authority to appoint or remove all of the directors of this corporation during the period set forth in the Declaration of Covenants. The number of directors constituting the initial board of directors shall be one (1) and a name and address of such director is J. Daniel Benson, 36 Blowing Wind Lane, Clayton, Georgia 30525.

ARTICLE VII

The address of the initial registered office of this corporation shall be in Rabun County, Georgia at 36 Blowing Wind Lane, Clayton, Georgia 30525 and the name of its original registered agent at such address is J. Daniel Benson.

ARTICLE VIII

These Articles of Incorporation may be amended from time to time in the same manner as provided in said Declaration of Covenants with respect to Amendments to said Declaration of Covenants.

ARTICLE IX

The name of the incorporator is Albert O. English and his address is 17 Chechero Street, Clayton, Georgia 30525

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 20 day of April, 2012.



Albert O. English, as incorporator

**CONSENT TO SERVE AS
REGISTERED AGENT FOR CORPORATION**

I, the undersigned, hereby consent to serve as Registered Agent for the Big Creek Flying Ranch Homeowner's Association, Inc. until further notice shall be given to the Secretary of State of Georgia.

Date: 8/20/12 2012



J. Daniel Benson

**BY-LAWS OF
BIG CREEK FLYING RANCH
HOMEOWNER'S ASSOCIATION, INC.**

A Nonprofit Corporation
(the "Association")

These By-Laws are the By-Laws of the Association, which is the corporation created by Articles of Incorporation filed with the Secretary of State of Georgia on April ____, 2012. (The "Articles of Incorporation"). All references herein to the "Declaration" shall refer to that certain Declaration executed by Delta Bravo Enterprises, Inc., and J. Daniel Benson recorded at Deed Book ____ Page ____, Rabun County, Georgia, Records, and all capitalized undefined terms used herein shall have the meanings assigned thereto by the Declaration unless the context clearly otherwise requires.

ARTICLE 1

Offices

Section 1. Registered Office. The registered office of the Association shall be located at 36 Blowing Wind Lane, Clayton, Georgia 30525, or such other office as the board of directors shall select.

Section 2. Other Offices. The Association may also have offices at such other places both within and without the State of Georgia as the board of directors may from time to time determine or the business of the Association may make appropriate.

ARTICLE 2

Meetings of Members

Section 1. Location of Meetings.

All meetings of members shall be held at such place within or without the State of Georgia as may be from time to time fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

Section 2. Annual Meetings.

Annual meetings of members shall be held on the third Saturday of January in each year, or if such day is a legal holiday, then on the next following Tuesday. At each such meeting, the members shall, by a majority vote, elect a board of directors, and, by majority vote, transact such other business as may be properly brought before the meeting.

Section 3. Special Meetings.

Unless otherwise prescribed by law, by the Declaration, or by the Articles of Incorporation, special meetings of members may be called for any purpose or purposes by the president, the board of directors, the holders of thirty-three percent of the outstanding voting interest in the Association, or such other officers or persons as may at the time be provided in the Articles of Incorporation, or in the event there are no officers or directors, then by any member.

Section 4. Notice of Meetings.

Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by first class mail, or registered mail, or statutory overnight delivery, not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 5. Business of Meetings.

At an annual meeting of members, any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action (unless otherwise provided by law). Unless a majority of the members of this Association entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of members shall be brought up for action at such a special meeting.

Section 6. Quorum.

The holders of more than twenty (20) of the interests entitled to vote, present in person or by proxy, shall constitute a quorum at all meetings of members for the transaction of business except as otherwise provided by law. If a quorum shall not be present, the members present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

Section 7. Majority.

If a quorum is present, the affirmative vote of a majority of the members entitled to vote and represented at the meeting shall be the act of the members, except that unanimous vote of all members entitled to vote and represented at the meeting shall be required to approve matters at a special meeting of members with respect to which matters no notice had been given in the notice of such special meeting.

Section 8. Voting.

(a) Anything herein to the contrary notwithstanding, all voting contemplated by these By-Laws shall be governed by the Declaration and any reference herein to the voting rights of any member shall be governed by the relevant provisions of the Declaration.

(b) To the extent not in conflict with the Declaration, from and after the date the Class A members become entitled to vote, the following provisions shall apply. Each Tract shall be entitled to one vote on each matter submitted to a vote at a meeting of members.

Section 3. Powers.

The business and affairs of the Association shall be managed by its board of directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by law, the Declaration, the Articles of Incorporation or these ByLaws directed or required to be exercised or done by the members.

Section 4. Compensation of Directors.

The board of directors shall receive no compensation, except as provided in Section 5 of this Article 3.

Section 5. Indemnification.

As an inducement to the officers and directors of the Association to act on the Association's behalf, the Association shall, out of its general funds or by special assessment, indemnify and hold harmless, the Developer and each officer or director acting in accordance with these By-Laws and the Declaration, including without limitation all actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request of the Developer or such officer or director setting forth in reasonable detail the reason for such indemnification, which request shall be given to each of the officers of the Association.

ARTICLE 4**Meetings of the Board of Directors****Section 1. Location of Meetings.**

Meetings of the board of directors, regular or special, may be held either within or without the State of Georgia.

Section 2. First Meeting of New Board.

The first meeting of each newly elected board of directors shall be held immediately following the annual meeting of members at the place where such annual meeting is held. Such meeting shall be designated as the annual meeting of the board of directors, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. Alternatively, the new board of directors may convene at such place and time as shall be fixed by the consent in writing of all its members.

Section 3. Regular Meetings.

Regular meetings of the board of directors may be held with such frequency and at such time and at such place as shall from time to time be determined by the board. If the board has so fixed the frequency, time and place of regular meetings, no notice thereof shall be necessary.

Section 4. Special Meetings.

Special meetings of the board of directors may be called by the chairman of the board, by the president, or by any two directors on three days notice to each director in accordance with Article 6.

Section 5. Notice of Meetings.

Notice of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum.

A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time until a quorum shall be present, without notice of the time and place that the meeting will be reconvened other than announcement at the adjourned meeting.

Section 7. Majority.

The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by the Articles of Incorporation.

Section 8. Action by Consent.

Any action required or permitted to be taken at a meeting of directors or a committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all directors or all members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the minutes of the proceedings of the board or the committee.

ARTICLE 5
Notices**Section 1. Required Notices.**

Whenever, under the provisions of applicable law, the Articles of Incorporation or these By-Laws, any notice is required to be given to any director or member, such notice shall be given in writing and delivered either personally or by first class mail or telegram, addressed to such director or member, at his address as it appears on the records of the Association. If mailed, such notice shall be deemed to be delivered three business days after it was deposited in the United States mail with first class postage prepaid. Notices given by any other means shall be deemed delivered when received by the addressee.

Section 2. Waiver of Notice.

Whenever under the provisions of applicable law, the Articles of Incorporation or these By-Laws, any notice is required to be given to any director or member, a written waiver thereof signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

ARTICLE 6
Officers**Section 1. Offices; Election; Term.**

The officers of the Association shall be chosen by the board of directors and shall be a President, a Secretary and a Treasurer. Except as otherwise provided by law, any person may hold more than one office. Officers shall be elected at the first meeting of the board of directors following the annual meeting of members and shall hold offices until their respective successors have been elected and shall have qualified, and if the board of directors shall fail in any year or years to meet and elect officers, the officers last elected shall continue to hold office. No officer need be (i) a member of the board of directors (ii) a resident of the State of Georgia, (iii) an owner of any Tract, or (iv) a resident residing at his or her Tract.

Section 2. Additional Officers and Agents.

The board of directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 3. Salaries.

The officers shall receive no compensation except as provided in Section 5 of Article 3.

Section 4. Removal; Vacancies.

Any officer or agent elected or appointed by the board of directors may be removed by the board at any time with or without cause by the affirmative vote of a majority of the board of directors. Officers and agents otherwise elected or appointed may be removed in accordance with Georgia law. Any vacancy occurring in any office of the Association may be filled by the board of directors.

Section 5. The President.

The president shall be the chief executive officer of the Association, shall preside at all meetings of members and the board of directors, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the board of directors are carried into effect. He or she shall have the authority and power to execute on behalf of the association bonds, mortgages, notes, contracts, leases and other documents and instruments (whether or not requiring a seal of the Association) except where such documents or instruments are required by law to be otherwise signed and executed and except the signing

and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Association.

Section 6. Vice President

The vice president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. Each vice president shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 7. Secretary and Assistant Secretaries

The secretary shall attend all meetings of members and the board of directors and shall record the proceedings of such meetings in books to be kept for that purpose, and shall perform like duties for the committees of directors when required. He or she shall give, or cause to be given, notice of all meetings of members and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or the president, under whose supervision he shall be. He or she shall have custody of the corporate seal of the Association and he shall have authority to affix it to any instrument requiring it and when so affixed it may be attested by his signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers (including affixation of the Corporate Seal) of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 8. Treasurer and Assistant Treasurers

The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the board of directors. He or she shall disburse the funds of the Association as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the Association. If required by the board of directors, he or she shall give the Association a bond in such sum and with surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his or her office and for the restoration to the Association, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. The assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE 7 **General Provisions**

Section 1. Checks.

All checks, drafts, demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 2. Fiscal Year.

The fiscal year of the Association shall be fixed by resolution of the board of directors.

Section 3. Seal.

The Association shall have a corporate seal which shall have inscribed thereon the name of the association, the year of its organization and the words "Corporate Seal-Georgia". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. The board of directors may from time to time authorize any other officer to affix the seal of the Association and to attest to such affixation by his signature.

Section 4. Books and Records.

The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, board of directors, and committees of directors.

Not later than one month after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Association shall prepare a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its preceding fiscal year, and a profit and loss statement showing the results of its operations during such fiscal year. Upon written request, the Association promptly shall mail to any member of record a copy of such balance sheet and profit and loss statement.

Section 5. By-Law Amendments.

These By-Laws may be altered, amended, or repealed or new By-Laws may be adopted by the board of directors or the members.

Section 6. Conflict.

In the event of any conflict between these By-Laws and the following, the controlling language shall be found in: the laws of the State of Georgia, the Declaration or the Articles of Incorporation, in the order listed.