

DECLARATION OF RESTRICTIVE COVENANTS

FOR UNIT TWO

OF

FORD MOUNTAIN LAKES SUBDIVISION

This Declaration, made on this 13th day of October, 1987 by W. B. WIGGINS, SR., of Rabun County, Georgia, hereinafter called "Declarant."

W I T N E S S E T H

WHEREAS, a real estate development and subdivision known as Unit Two, Ford Mountain Lakes Subdivision is being developed on real property now owned by Declarant in Land Lots 92 and 119 of the Third Land District of Rabun County, Georgia; and

WHEREAS, Declarant desires to provide for the preservation of the value of said properties; and to this end, desires to subject the real property described herein to the protective covenants, restrictions and conditions hereinafter set forth, each of which is and are for the benefit of said property and each property owner thereof and to make provisions for subjecting other real property which may be developed as a part of said subdivision to this declaration or to other declarations containing similar protective covenants, restrictions and conditions.

NOW THEREFORE, Declarant hereby declares that the real property described below in this declaration is hereby subjected to this declaration and is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to such protective covenants and restrictions hereinafter set forth; and Declarant further hereby declares that such other real property as may later be subjected to this declaration shall, from and after the filing of record of any supplemental declaration, be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, and such person shall take subject to this declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

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DEFINITIONS

The following words, when used in this declaration or any supplemental declaration, shall have the following meanings:

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- A. "Unit Two, Ford Mountain Lakes Subdivision" shall mean and refer to that certain subdivision which is being developed on real property now owned by Declarant in Land Lots 92 and 119 of the Third Land District of Rabun County, Georgia and shown on a plat of survey prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated January 16, 1986 and recorded in the office of the clerk of Rabun Superior Court in Plat Book 21, page 242.
- B. "Lot" shall mean and refer to any numbered plot of land comprised of a dwelling site designated on any plat of survey recorded in the office of the clerk of Rabun Superior Court, now or hereafter made subject to this declaration.
- C. "Property Owner" shall mean and refer to the record owner, whether one or more persons, of the fee-simple title to any lot, excluding, however, Declarant and those persons who shall have such interest merely as security for the performance of an obligation.
- D. "Declarant" shall mean and refer to W. B. Wiggins, Sr., his heirs, successors and assigns.

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PROPERTY SUBJECT TO THIS DECLARATION

The property subject to this declaration consists of the following described property:

All those tracts or parcels of land lying and being in Land Lots 92 and 119 of the Third Land District of Rabun County, Georgia and being all lots and properties located in Blocks A, B, C, D, E and F of Unit Two, Ford Mountain Lakes Subdivision and being more fully shown upon a plat of survey prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042 dated January 16, 1986 and recorded in the office of the clerk of Rabun Superior Court in Plat Book 21, page 242.

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ARCHITECTURAL RESTRICTIONS

The following architectural restrictions shall apply to each and every lot now or hereafter subjected to this declaration:

- A. Review by Declarant. No house, garage, carport, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained, nor shall any exterior addition to, change in or alteration of any of said structures be made, until complete final plans and specifications showing the nature, size, kind, shape, height, materials, basic exterior finishes and colors, location site, plan and floor plans thereof, have been submitted to and approved in writing by Declarant as to the harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures. Declarant shall act with all reasonable promptness upon receipt of such information to approve or disapprove the same. Declarant shall not unreasonably withhold any approval sought by a property owner.
- B. Building Size. No residential building containing one story may be erected on any lot unless the proposed building will contain a minimum of 900 square feet of floor area. No residential building containing more than one story may be erected on any lot unless the proposed building will contain a minimum of 1,200 square feet of floor area. The area to be considered in determining the minimum required square footage of floor area shall exclude screened or unscreened porches, garages, carports, patios or decks.
- C. Building Location. No building shall be located closer than 10 feet to the street line and no closer than 10 feet to the adjoining property line.
- D. Time of Construction. The construction of any house must be completed by the property owner within twelve

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(12) months from the date on which the construction thereof is commenced.

- E. Subdividing Lots. No lot shall be subdivided, or its boundary lines changed, without the express written consent of Declarant first had and obtained. However, Declarant hereby expressly reserves to himself, his heirs, successors and assigns the right to replat any unsold lots shown on any recorded plat of survey prior to the delivery of a deed therefor to a property owner, and to create a modified lot or lots. The covenants and restrictions contained in this instrument shall apply to each lot so created thereby.
- F. Sewage Disposal. All sewage shall be disposed of in septic tanks and/or grease traps, of approved design and adequate size, to be constructed and maintained by the property owner and to be approved by the Rabun County Health Department, in accordance with the rules and regulations for individual sewage disposal systems and promulgated by the State of Georgia. All applicable regulations of the Rabun County Health Department and the State of Georgia shall be complied with by the property owner.
- G. Tree Removal. No trees having a diameter of eight inches or more at a height of five feet above the ground (other than those such trees located within ten feet of a building site) shall be cut, destroyed or mutilated except with the express written permission of the Declarant first had and obtained. Provided, however, that dead or diseased trees shall be cut and removed promptly from any lot by the property owner thereof after such dead or diseased condition is first brought to the attention of Declarant and permission for such cutting and removal has been obtained.

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USE RESTRICTIONS

- (a) Each lot shall be used for single family residential purposes only. No lot or building thereon shall

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be used for any commercial or business purposes.

(b) No tents, trailers, mobile homes, sheds, or temporary buildings of any kind shall be erected or permitted to remain on any lot.

(c) No livestock, including but not limited to horses, cattle, or poultry shall be allowed to remain on any lot. A reasonable number of normal household pets shall be permitted, provided they are not kept, housed, or raised for commercial purposes.

(d) No garbage or trash incinerator shall be placed or permitted to remain on any lot or any part thereof. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from a public road or subdivision road or shall provide underground receptacles.

(e) No commercial signs, including "for rent", "for sale", or any other similar signs shall be erected or maintained on any lot without the prior written consent of the Declarant.

(f) No illegal, noxious or offensive activity shall be permitted on any part of Unit Two, Ford Mountain Lakes Subdivision, nor shall anything be permitted or done thereon or which may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood.

(g) In the event the owner of any lot permits any underbrush, weeds or unsightly shrubbery to grow upon any lot at a height of more than two feet, the Declarant reserves the right to enter upon said land to remove the same at the property owner's expense. Likewise, the Declarant may enter upon said land to remove any trash which has collected upon said lot and any such entrance or removal shall not be deemed a trespass. This provision shall not create an obligation on the part of Declarant to perform such services.

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USE RESTRICTIONS FOR LAKE AREA

Unit Two of Ford Mountain Lakes Subdivision includes a recreational lake consisting of 2.26 acres as shown upon the plat of survey prepared by William F. Rolader dated January 16, 1983 and recorded in the office of the clerk of Rabun Superior Court in Plat Book 21, page 242. Each owner of record of a lot in Unit Two of Ford Mountain Lakes Subdivision is hereby granted a perpetual easement for use of the lake for fishing purposes. Said easement shall be an easement appurtenant to each lot in Unit Two of Ford Mountain Lakes Subdivision and shall inure to the benefit of the owners of record of any lot in Unit Two of Fort Mountain Lakes Subdivision, their heirs, successors and assigns. The

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easement herein granted shall also allow the use of Block F, designated as a "green area" upon the above-mentioned plat of survey. Each owner of a lot in Unit Two of Ford Mountain Lakes Subdivision shall have an easement for access and egress to and from the lake over and across Block F.

The lake area and Block F may be used subject to the following use restrictions:

(a) No illegal, noxious or offensive activity shall be permitted on any part of the lake nor shall anything be permitted or done thereon which may become a nuisance or a source of embarrassment, discomfort or annoyance to the owners of lots in the subdivision.

(b) No fishing docks, piers or boathouses shall be constructed other than the docks presently constructed by the developer for the common use of all lot owners. Owners of lots may utilize the area within the right-of-way of Dam Lake Road for fishing purposes.

(c) No swimming, boating, skiing or other water sports shall be allowed on the lake. Provided, however, use of canoes for fishing purposes shall be permitted so long as said boats are hand-paddled and are not equipped with electric, gas or diesel-powered motors.

(d) The owners of lots shall not modify, alter, restructure or change the condition of the lake without the express prior written consent of the declarant.

(e) Lot owners shall not change, alter, modify or restructure the flow of any surface water without the prior written consent of the declarant.

(f) No chemicals, foreign substances or waste of any nature may be placed in or used in the lake or any stream located upon the property.

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RIGHT OF FIRST REFUSAL

In the event a property owner desires to sell a lot, then such property shall be offered for sale first to the Declarant, or his successors, at the same price at which the highest bona fide offer has been made for the property, and the Declarant shall have 30 days within which to exercise his option to purchase said property at this price. Should the Declarant fail or refuse within 30 days after receipt of written notice of the price and terms forwarded via registered mail, return receipt requested, to exercise his option to purchase said property at the offered price, then the owner of said property shall have the right to sell the property subject only to the covenants and limitations herein contained.

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MEMBERSHIP IN OWNERS' ASSOCIATION

All owners of lots in Unit Two, Ford Mountain Lakes Subdivision shall be members of Ford Mountain Lakes Owners'

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Association, a Georgia non-profit corporation. The membership rights, voting rights, duties and obligations of the owners' association are specified in the Articles of Incorporation and By-Laws for Ford Mountain Lakes Owners' Association.

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OWNERSHIP OF WATER SYSTEM AND POND

The Declarant hereby reserves the option to transfer, convey and assign unto Ford Mountain Lakes Owners' Association or any other public governmental body the lake lying in the subdivision, the water system and road system serving the subdivision. The Declarant may exercise this option at any time after 80% of the lots contained in Unit Two, Ford Mountain Lakes Subdivision have been conveyed. However, this shall not create an obligation on the part of the Declarant to convey and transfer any ownership rights the Declarant may have in the lake, the roads or the water system serving the subdivision.

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AFFECT OF COVENANTS

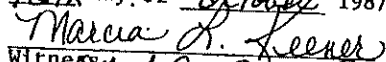
These restrictions shall constitute restrictive covenants running with the land and shall bind all property described herein.

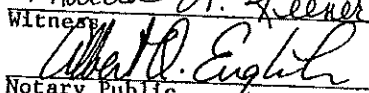
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IN WITNESS WHEREOF, the Declarant has hereunto set his hand and affixed his seal on the day and year first above written.

 (L.S.)
W. B. Wiggins, Sr.

Signed, sealed and delivered in the presence of the undersigned notary public, this 13th day of October 1987:


Marcia A. Keener


Witness:

Albert D. English

Notary Public
MY COMMISSION EXPIRES:

3-14-88

Prepared by:

ENGLISH & TUNKLE, P.C.
P. O. Drawer 1825
Clayton, Georgia 30525
(404) 782-4285

RECORDED THIS THE 28TH DAY OF OCTOBER, 1987  CLERK, S.C.

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AMENDMENT OF DECLARATION OF
RESTRICTIVE COVENANTS FOR

UNIT II, FORD MOUNTAIN LAKES SUBDIVISION

This amendment of the declaration of restrictive covenants for Unit II of Ford Mountain Lakes Subdivision is executed by the undersigned on this 20th day of October 1988, as follows:

W I T N E S S E T H:

WHEREAS, W. B. WIGGINS, SR. was the declarant and developer of property known as Unit II of Ford Mountain Lakes Subdivision and executed a declaration of restrictive covenants dated October 13, 1987, and recorded in the office of the clerk of Rabun Superior Court in Deed Book B-11, pages 207-217; and

WHEREAS, W. B. WIGGINS, SR. has conveyed his interest in Unit II of Ford Mountain Lakes Subdivision to Ford Mountain Investments, Inc. by warranty deed; and

WHEREAS, one (1) lot in Unit II of Ford Mountain Lakes Subdivision was conveyed by warranty deed to Ann T. Selbert; and

WHEREAS, the undersigned are all the existing owners of lots or properties in Unit II of Ford Mountain Lakes Subdivision; and

WHEREAS, the parties desire to amend the declaration

of restrictive covenants for Unit II of Ford Mountain Lakes
Subdivision as follows:

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Paragraph 7 of the declaration of restrictive
covenants for Unit II of Ford Mountain Lakes Subdivision
shall be amended to read as follows:

"All persons holding record title to a lot in Ford Mountain Lakes as defined by the declaration or as defined by any amended declaration shall be members of Ford Mountain Lakes Owner's Association, Inc., a Georgia non-profit corporation. Ford Mountain Investments, Inc., as incorporator of Ford Mountain Lakes Owner's Association, Inc., hereby reserves the right to add additional properties and lots as a part of Ford Mountain Lakes Subdivision. Such lots may be added to Ford Mountain Lakes Subdivision by an amendment to the declaration of restrictive covenants executed solely by Ford Mountain Investments, Inc. and recorded in the office of the clerk of Rabun Superior Court. A person holding record title to a lot may not voluntarily refuse to be a member or refuse to perform the duties and obligations of a member of Ford Mountain Lakes Owner's Association, Inc. Transfer of lot membership, either voluntarily or by operation of law, shall terminate membership in Ford Mountain Lakes Owner's Association, Inc., and membership shall become vested in the transferee. Any person, entity or other holder of an interest as security for performance of an obligation shall not be a member of Ford Mountain Lakes Owner's Association, Inc."

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There shall only be one class of voting membership which shall consist of all association members. There shall be one person with respect to each lot who shall be entitled to vote at any meeting of the association, and such person

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shall be known and is hereafter referred to as the "voting member." If a lot is owned by more than one person, then the owners of said lot shall designate one of them as the voting member. If the lot owner is a corporation, the corporation shall designate an individual officer or employee of the corporation as its "voting member." The designation of the voting member shall be made as provided by and subject to the provisions and restrictions set forth in the by-laws of the association. Each lot owner or group of lot owners shall be entitled to one (1) vote for each lot owned. The vote of a lot is not divisible.

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During any period in which a member shall be in default in payment of any annual or special assessment levied by the association, the voting rights and rights to use any of the recreational facilities of such member shall be suspended by the board of directors until such assessment has been paid. Such rights of a member may also be suspended for a period not to exceed thirty (30) days for violation of any rules and regulations established by the board of directors governing the use of any lot or any common area maintained by the association. However, prior to the imposition of any suspension of an owner's membership rights or privileges, the owner shall be given written notice and the opportunity to

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refute or explain the charges against him, in person or in writing, to the governing body of the association before a decision to impose such suspension is rendered.

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The articles of incorporation of Ford Mountain Lakes Owner's Association, Inc. are attached hereto as Exhibit "A." The initial board of directors shall be those persons specified in the articles of incorporation. Ford Mountain Investments, Inc., as incorporator of the association, reserves the right to make subsequent annual appointments of members of the board of directors as may be necessary until such time as eighty per cent (80%) of the lots in Ford Mountain Lakes Subdivision have been sold, transferred or conveyed. Upon the sale of eighty per cent (80%) of the lots in Ford Mountain Lakes Subdivision, a special meeting of the members of the corporation shall be convened for the specific and special purpose of electing a new board of directors of the association. Such special meeting shall be called and convened in accordance with the provisions of the by-laws of the association attached hereto as Exhibit "B." At and after such special meeting, the board of directors of the association shall be elected or appointed at the time and in the manner as provided in the by-laws of the association, said by-laws being attached hereto as Exhibit "B."

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The association shall have the power, the duty and be required to maintain, operate and repair all parks, playgrounds, lakes, ponds, drainage areas, boating docks, fishing piers, common areas, streets, rights-of-way, street lighting facilities and apparatus, community water systems and components thereof, sidewalks, footpaths, bridle trails, buildings, structures and other facilities incidental thereto; to maintain unkempt lands, streets, shrubbery, flowers and other vegetation; to fix and collect assessments to be levied against and with respect to Ford Mountain Lakes and the owners thereof; to enforce any and all covenants, restrictions and agreements applicable to Ford Mountain Lakes and to do any other thing that, in the opinion of the board of directors, will promote directly or indirectly the recreation, health, safety, welfare, benefits or enjoyment of the residents within Ford Mountain Lakes.

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In order to effectuate the purposes and accomplish the duties required of the association, the association shall have the express authority and duty to levy annual assessments for the total cost of performing the corporation's duties and maintaining Ford Mountain Lakes in accordance with the provisions of the declaration of restrictions as amended, the articles of incorporation of

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Ford Mountain Lakes Owner's Association, Inc. and the by-laws. Said assessments shall be prorated for the number of lots located in Ford Mountain Lakes. Ford Mountain Investments, Inc. as the present owner of unsold lots in Unit II of Ford Mountain Lakes Subdivision will contribute assessments on a prorata basis, equal with that of other lot owners for the duration of the time unsold lots are owned by Ford Mountain Investments, Inc.

The amount of the assessment levied by the association shall be paid to it on or before the date or dates fixed by resolution of the board. If not so paid, the amount of such assessment, plus other charges thereon, including interest at the maximum limit provided by law per annum from the date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot so assessed when the board causes said lien to be recorded in the office of the clerk of Rabun Superior Court. Any notice of assessment shall state the amount of such assessment and such other charges and a description of the lot and owner which have been assessed. Such notice shall be signed by the secretary of the association on behalf of the association. Upon payment of assessments and charges, or other satisfaction thereof, the board shall, within a reasonable time, cause to be recorded a

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further notice stating the satisfaction and release of said lien.

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Past due assessments shall become a lien on the lot so assessed, and said lot and the owner thereof shall be bound by such lien in accordance with the terms of the articles of incorporation and by-laws attached hereto as Exhibits "A" and "B."

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Assessments shall be fixed by the board of directors annually at its annual meeting held in accordance with the by-laws of the association, said by-laws being attached hereto as Exhibit "B." From and after the establishment of such assessment, each member shall be entitled to thirty (30) days' notice that assessments are due and payable.

At all times, the association shall maintain in its name a separate bank account for the collection, deposit and holding of all assessments and all other income of Ford Mountain Lakes Owner's Association, Inc.

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All other terms and conditions of the declaration of restrictive covenants for Unit II of Ford Mountain Lakes Subdivision shall remain in full force and effect. The declaration of restrictive covenants and all amendments

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thereof shall constitute covenants running with the land and shall bind all property described herein and all property as may be added at a later time to the terms of the declaration as amended.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and affixed his seal, on the day and year first above written.

W. B. Wiggins, Sr. (L.S.)
W. B. WIGGINS, SR.

As to W. B. Wiggins, Sr.:
Signed, sealed and delivered
in the presence of the under-
signed notary public, this 9th
15th day of March 1994

Brenda S. Hooper
Witness

James M. Davis
Notary Public (NOTARY SEAL)
My Commission Expires

6-5-94

FORD MOUNTAIN INVESTMENTS,
INC.

BY: William H. Murrell

ATTEST: Alex R. Reed

As to Ford Mountain
Investments, Inc.:
Signed, sealed and delivered
in the presence of the under-
signed notary public, this
14th day of MARCH ~~1994~~ 1997:

(Corporate Seal)



Brenda S. Hooper
Witness

Karen M. Davis
Notary Public (NOTARY SEAL)
My Commission Expires:

6-5-94

Prepared by:
ENGLISH, TUNKLE & SMITH, P.C.
Attorneys at Law
P.O. Drawer 1825
Clayton, Georgia 30525
(404) 782-4285

"Exhibit A "

ARTICLES OF INCORPORATION
OF
FORD MOUNTAIN LAKES OWNER'S ASSOCIATION, INC.

ARTICLE I

The name of the corporation shall be "Ford Mountain Lakes Owner's Association, Inc."

ARTICLE II

The corporation shall have perpetual duration.

ARTICLE III

The corporation is organized pursuant to the Georgia Non-Profit Corporation Code. The corporation shall have no stock or stockholders; it is not organized and shall not operate for profit or pecuniary gain; and, no part of the net earnings of the 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 the corporation affecting one or more of its purposes. No substantial part of the activities of the corporation shall be for carrying on of any propaganda, or otherwise attempting to influence legislation, and the 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 purposes for which the corporation is organized are to promote the recreation, health, safety, welfare, common benefit and enjoyment of the residents within the subdivision known as Ford Mountain Lakes in Rabun County, Georgia, which is subject to the jurisdiction of the corporation under and pursuant to the provisions of that certain declaration of restrictive covenants (The declaration) for Unit 11 of Ford Mountain Lakes Subdivision dated October 13, 1987, and recorded in the office of the clerk of Rabun Superior Court in Deed Book D-11, page(s) 207-217, as amended by an amendment recorded in the office of the clerk of Rabun Superior Court, which community is hereinafter referred to as Ford Mountain Lakes; and to enhance, preserve and maintain property values within Ford Mountain Lakes and to enhance, preserve and maintain the natural beauty of Ford Mountain Lakes and its surroundings. The number of lots in Ford Mountain Lakes Subdivision may be increased from time to time by the incorporator by the amendment of the original declaration executed by the

Incorporator and duly recorded in the office of the clerk of Rabun Superior Court.

Specifically, the corporation shall have the power to perform the duties hereinafter set forth and shall be required to perform the following duties: construction, operation, maintenance and repair of parks, playgrounds, lakes, ponds, drainage areas, boating docks, fishing piers, common areas, streets, roads, rights-of-way, street lighting facilities and apparatus, sidewalks, footpaths, bridle trails, buildings, structures, water supply systems and all components thereof; maintenance of unkempt lands, streets, shrubbery, flowers and other vegetation; fixing and collecting assessments to be levied against and with respect to Ford Mountain Lakes and the owners thereof for such purposes as may be described in these articles; enforcement of any and all covenants, restrictions and agreements applicable to Ford Mountain Lakes and performing any other act that, in the opinion of the board of directors, will promote directly or indirectly the recreation, health, safety, welfare, common benefits or enjoyment of the residents within Ford Mountain Lakes.

In addition to the powers and duties granted to the corporation by these articles, the corporation shall have all the powers and duties set forth in the Georgia Non-Profit

Corporation Code.

ARTICLE V

All persons holding record title to a lot in Ford Mountain Lakes as defined by the declaration or as defined by any amendment to the original declaration shall be members of the corporation. A person holding record title to a lot may not voluntarily refuse to be a member and may not refuse to perform the obligations required of a member under these articles, the by-laws of the corporation or the declaration of restrictive covenants as amended. Transfer of lot ownership, either voluntarily or by operation of law, shall terminate membership in the association, and membership shall become vested in the transferee. Any person, entity or other holder of an interest as security for performance of an obligation shall not be a member of the association.

There shall only be one class of voting membership which shall consist of all association members. There shall be one person with respect to each lot who shall be entitled to vote at any meeting of the association, and such person shall be known and is hereafter referred to as the "voting member." If a lot is owned by more than one person, then the owners of said lot shall designate one of them as the voting member. If the lot owner is a corporation, the corporation

shall designate an individual officer or employee of the corporation as its "voting member." The designation of the voting member shall be made as provided by and subject to the provisions and restrictions set forth in the by-laws of the corporation. Each lot owner or group of lot owners shall be entitled to one vote for each lot owned. The vote of a lot is not divisible.

During any period in which a member shall be in default in payment of any annual or special assessment levied by the corporation, the voting rights and right to use any of the recreational facilities of such member may be suspended by the board of directors until such assessment has been paid. Such rights of a member may also be suspended for a period not to exceed thirty (30) days for violation of any rules and regulations established by the board of directors governing the use of a lot or any common area maintained by the corporation. However, prior to the imposition of any suspension of an owner's membership rights or privileges, the owner shall be given written notice and the opportunity to refute or explain the charges against him, in person or in writing, to the governing body of the association before a decision to impose such suspension is rendered.

ARTICLE VI

The corporation is expressly authorized and

empowered to levy annual assessments for the total cost of performing the corporation's duties and maintaining Ford Mountain Lakes in accordance with the provisions of those articles. Said assessments shall be prorated for the total number of lots located in Ford Mountain Lakes. The subdivider of the property is Ford Mountain Investments, Inc. The subdivider of the property will at all times be liable for assessments on each lot owned by the subdivider on a prorata basis, equal with that of all other lot owners. The amount of the assessments levied by the corporation shall be paid to it on or before the date or dates fixed by the by-laws of the corporation. If not so paid, the amount of such assessment plus any other charges thereon shall become a lien on the lot so assessed. The process for collection of assessments and creation of a lien upon a lot for nonpayment of assessments shall be as established by the by-laws of the corporation and by the declaration. Priority of assessment liens and enforcement of liens shall be in accordance with the rules and regulations as may be established by the by-laws of the corporation.

ARTICLE VII

Ford Mountain Investments, Inc., as Incorporator, reserves the right to appoint the initial board of directors

and to make subsequent annual appointments of members of the board of directors as may be necessary until such time as eighty per cent (80%) of the total lots contained in Ford Mountain Lakes Subdivision have been sold, transferred or conveyed. Upon the sale of eighty per cent (80%) of the lots in Ford Mountain Lakes Subdivision, a special meeting of the members of the corporation shall be convened for the specific and special purpose of electing a new board of directors of the corporation. Such special meeting shall be called and convened in accordance with the provisions of the by-laws of the corporation. At and after such special meeting, the directors of the corporation shall be elected or appointed at the time and in the manner as provided in the by-laws of the corporation.

ARTICLE VIII

No member, director or officer of the corporation or other private individual shall be entitled to share in the distribution of any corporate assets upon dissolution of the corporation. Upon dissolution of the corporation, the assets of the corporation shall be granted, conveyed and assigned to any one or more nonprofit corporations, associations, trusts or other organizations to be devoted to purposes as nearly as practicable to the same purposes as those described in these

articles. In the event that such grant, conveyance and assignment is refused, such assets shall be dedicated to or distributed among an appropriate public agency or agencies, utility or utilities or any one or more of them, to be devoted to purposes as nearly as practicable to the same as those described by these articles. No disposition of the corporation's assets shall be effective to divest or diminish any right or title of any member vested in him under the recorded declaration unless made in accordance with the provisions thereof.

ARTICLE IX

The address of the initial registered office of the corporation shall be Star Route 1, Box 35-A, Dillard, Georgia 30537, and the name of the original registered agent at such address is Mary Jamison Mason.

ARTICLE X

The number of directors constituting the initial board of directors shall be three (3), and the name and address of each member thereof is:

Mary Jamison Mason
Star Route 1, Box 35-A
Dillard, Georgia 30537

Leroy Mason
Star Route 1, Box 35-A
Dillard, Georgia 30537


William W. Merrill
2033 Main Street, Suite 600
Sarasota, Florida 34230

ARTICLE XI

The name of the incorporator is Ford Mountain Investments, Inc., and its address is Star Route 1, Box 35-A, Dillard, Georgia 30537.

ENGLISH, TUNKLE & SMITH, P.C.

BY:


Albert O. English
Attorney for Incorporator

ENGLISH, TUNKLE & SMITH, P.C.
Attorneys at Law
P.O. Drawer 1825
Clayton, Georgia 30525
(404) 782-4285

"Exhibit B "

BY-LAWS OF FORD MOUNTAIN LAKES
OWNER'S ASSOCIATION, INC.

ARTICLE 1

NAME AND LOCATION

Section One. Application. These by-laws shall govern the operation of Ford Mountain Lakes Owner's Association, Inc., hereinafter referred to as the "association."

Section Two. Association. The association is a Georgia non-profit corporation organized and existing under the laws of the State of Georgia for the purpose of administering, managing and maintaining the subdivision known as Unit 11 of Ford Mountain Lakes in accordance with the provisions of the articles of incorporation.

Section Three. Office. The office of the association shall be at Star Route 1, Box 35-A, Dillard, Georgia 30537, or at such other place as may be subsequently designated by the board of directors of the association.

Section Four. Corporate Seal. The corporate seal of the corporation shall bear the name of the corporation, the word "Georgia" and the words "Not for Profit."

Section Five. Corporation. As used herein, the word "corporation" shall be the equivalent of "association" and shall refer to Ford Mountain Lakes Owner's Association, Inc.

Section Six. Lot. As used herein, the word "lot" shall refer to any property which is a subdivided unit or parcel of real property within Ford Mountain Lakes Subdivision.

Section Seven. Declaration. As used herein, the word "declaration" shall refer to the declaration of restrictive covenants for Unit 11 of Ford Mountain Lakes Subdivision as recorded in the office of the clerk of Rabun Superior Court and as may be amended from time to time.

ARTICLE IIMEMBERSHIP AND VOTING RIGHTS

Section One. Membership. All persons holding record title to a lot in Ford Mountain Lakes as defined in the declaration, articles of incorporation and these by-laws shall be a member of the corporation. A person holding record title to a lot may not voluntarily refuse to be a member or refuse to perform the obligations of a member. Transfer of lot ownership, either voluntarily or by operation of law, shall terminate membership in the association, and membership shall become vested in the transferee. Any person, entity or other holder of an interest as security for performance of an obligation shall not be a member of the association.

Section Two. Voting Rights. There shall be only one (1) class of voting membership which shall consist of all association members. There shall be one (1) person with respect to each lot who shall be entitled to vote at any meeting of the association, and such person shall be known and is hereinafter referred to as the "voting member." If a lot is owned by more than one person, then the owners of said lot shall designate one of them as the voting member. If the lot owner is a corporation, the corporation shall designate an individual officer or employee of the corporation as its "voting member." The designation of the voting member shall be made by written notice to the secretary of the corporation at or before the beginning of any meeting. Designation of a voting member shall be valid and effective for all subsequent meetings until such designation is withdrawn by written notice given to the secretary of the corporation. Each lot owner or group of lot owners shall be entitled to one (1) vote for each lot owned. The vote of a lot is not divisible. During any period in which a member shall be in default in payment of any annual or special assessment levied by the association, the voting rights and rights to use any of the recreational facilities of such member may be suspended by the board of directors until such assessment has been paid. Such rights of a member may also be suspended for a period not to exceed thirty (30) days for violation of any rules and regulations established by the board of directors governing the use of a lot or any common area maintained by

the corporation. However, prior to the imposition of any suspension of an owner's membership rights or privileges, the owner shall be given written notice and the opportunity to refute or explain the charges against him, in person or in writing, to the governing body of the association before a decision to impose such suspension is rendered.

Section Three. Assessments and the Lien of Assessments.

(a) The corporation is expressly authorized and empowered to levy assessments for the total cost of performing the corporation's duties and the maintaining of Ford Mountain Lakes in accordance with the provisions of the articles of incorporation and the declaration of restrictions as amended. Annual and special assessments shall be fixed, established and collected as provided in the articles of incorporation and as hereinafter provided. Any and all of said assessments and charges, together with interest thereon, if any, as hereinafter provided, shall constitute a permanent charge upon and a continuing lien upon the lot to which such assessments relate, and such permanent charge and lien shall bind such lot in the hands of any and all persons.

(b) Each member shall be deemed to covenant, promise and agree to pay to the association annual assessments and charges and special assessments or charges, such special and annual assessments to be fixed, established and collected from time to time as hereinafter provided by the board of directors of the association. The subdivider of the property is Ford Mountain Investments, Inc. The subdivider of the property will at all times be liable for assessments on each lot owned by the subdivider on a prorata basis, equal with that of all other lot owners. The person or persons who is or are the owners of any lot subject to assessments by the association at the time when any assessment becomes due shall be personally obligated to pay such assessments, together with interest thereon, if any. The personal obligations of any such owner to pay such assessments shall not pass to a successor in title unless expressly assumed by such successor in title. If any successor in title assumes a prior owner's personal obligation, such prior owner shall nevertheless remain fully obligated to pay to the association any and all amounts which he or she was obligated to pay.

(c) The permanent charge, lien and personal

obligation hereby created may be enforced by the association in any appropriate proceeding in law or equity.

(d) The amount of the annual assessment fixed by these by-laws may be increased or decreased when authorized in accordance with the association's charter and by-laws as amended from time to time.

(e) The annual assessment for each fiscal year beginning with the fiscal year 1988 shall become due on December 1, 1988, and shall be payable on December 1, 1988. Any annual assessment not paid on or before the 30th day after the due date shall become delinquent and shall bear interest at the rate of eighteen per cent (18%) per annum from said due date or at the maximum rate of interest allowed by law on such account, whichever is greater.

(f) The lien and permanent charge of all assessments and charges authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed upon such lot, if and only if all assessments and charges with respect to such lot authorized herein having a due date on or before the date of such mortgage filed for record have been paid.

(g) At all times, the association shall maintain in its name a separate account for the collection, deposit and holding of all assessments and all other income of Ford Mountain Lakes Owner's Association, Inc.

Section Four. Suspension of Membership and Voting Rights. During any period in which a member shall be in default in payment of any annual or special assessment levied by the association, the voting rights and right to use the recreational facilities may be suspended by the board of directors until such assessment has been paid. Such rights of a member may also be suspended for a period not to exceed thirty (30) days for violation of any rules and regulations established by the board of directors governing the use of common areas or recreational facilities. However, prior to the imposition of any suspension of an owner's membership rights or privileges, the owner shall be given written notice and the opportunity to refute or explain the charges against him, in person or in writing, to the governing body of the association before a decision to impose such suspension is

rendered.

ARTICLE III

BOARD OF DIRECTORS, SELECTION AND TERM OF OFFICE

Section One. Reservation by Developer. Ford Mountain Investments, Inc., as incorporator, reserves the right to appoint the initial board of directors and to make subsequent and annual appointments of members of the board of directors as may be necessary until such time as eighty per cent (80%) of the lots in Ford Mountain Lakes Subdivision have been sold, transferred or conveyed. Upon the sale of eighty per cent (80%) of the lots in Ford Mountain Lakes Subdivision, a special meeting of the members of the corporation shall be convened for the specific and special purpose of electing a new board of directors of the corporation. Such meeting shall be called and convened in accordance with the provisions of the by-laws of the corporation. At and after such special meeting, the directors of the corporation shall be elected as hereinafter provided.

Section Two. Number of Directors. From and after the special meeting referred to in Section One of this article, the affairs of the association shall be managed by three (3) directors.

Section Three. Election. The directors, subsequent to the special meeting referred to in Section One above shall be elected at the annual meeting of the membership for a term of one (1) year or until their successors shall be elected and shall qualify.

Section Four. First Board of Directors. The first board of directors of the association who shall hold office and serve until their successors have been appointed, elected or qualified shall consist of the following:

Mary Jamison Mason
Star Route 1, Box 35-A
Dillard, Georgia 30537

Leroy Mason
Star Route 1, Box 35-A

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Dillard, Georgia 30537

William W. Merrill
2033 Main Street, Suite 600
Sarasota, Florida 34230

Section Five. Removal. At any time after the special meeting referred to in Section One has been duly convened, any one or more of the directors may be removed, with or without cause, by a majority of the vote of the members of the association. At any time after the special meeting referred to in Section One has been duly convened, and in the event of a vacancy on the board of directors caused by death, resignation, removal or any other cause, then the successor member shall be elected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section Six. Compensation. No director shall receive compensation for any service he may render to the association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section Seven. Action Taken Without a Meeting. The directors have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval and consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

MEETING OF DIRECTORS

Section One. Regular Meetings. Commencing with the month following that in which the first annual meeting of the members takes place, regular meetings of the board of directors shall be held semi-annually without notice at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section Two. Special Meetings. Special meetings of the board of directors shall be held when called by the president of the association, or by any two officers, after

not less than three (3) days' notice to each director.

Section Three. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Except as otherwise expressly provided, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

ARTICLE VII

MEETINGS OF MEMBERS

Section One. Annual Meetings. The first annual meeting of the members shall be called by the board of directors and shall be held on the third (3rd) Saturday in October 1989, at 4:00 p.m. Each subsequent regular annual meeting of the members shall be held on the third (3rd) Saturday in October at the hour of 4:00 p.m. unless otherwise provided by the members at any previous meeting. If the day for the annual meeting for the members is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday.

Section Two. Special Meetings. Special meetings of the members may be called at any time by the president or by the board of directors, or upon written request of the members who are entitled to vote at least 1/4 of the votes of the membership.

Section Three. Notice of Meeting. Written notice of each regular meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by delivering a copy of said notice to each resident at least twenty-one (21) days in advance of any such annual or regularly scheduled meeting, or by mailing a copy of such notice, postage prepaid, at least twenty-one (21) days before such meeting to each member entitled to vote thereat, addressed to the members' address last appearing on the books of the association or supplied by such member to the association for the purpose of notice. Written notice of each special meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, at least seven (7) days in advance of any such meeting, said notice to be given in the same manner as for

regular meetings. All notices for regular and special meetings shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section Four. Quorum. The presence at the meetings of members entitled to cast one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in these by-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be presented or be represented.

Section Five. Proxies. At all meetings of members, each member may vote in person or by proxy in which the designated representative is another member, a member's spouse, or an officer. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by a member of his interest in a lot.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section One. Enumeration of Officers. The officers of this corporation shall be a president and vice-president, who shall at all times be members of the board of directors, a secretary, a treasurer and such other officers as the board may from time to time by resolution create.

Section Two. Election of Officers. The election of officers shall take place at the first meeting of the board of directors.

Section Three. Term. The officers of this association shall be elected annually by the board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section Four. Special Appointments. The board may elect such other officers as the affairs of the association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board

may, from time to time, determine.

Section Five. Resignation and Removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section Six. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section Seven. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article VIII.

Section Eight. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all written instruments regarding the property and shall co-sign all promissory notes, if any.

Vice President

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep appropriate current records showing the

members of the association together with their addresses, and shall perform such other duties as may be required by him by the board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the association and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the association; cause to be kept proper books of account; cause an annual audit of the association books to be made at the completion of each fiscal year; cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

AMENDMENTS

Section One. Procedure.

These by-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE X

MISCELLANEOUS

Section One. Fiscal Year. The fiscal year of the association shall begin on the 1st day of January and end on the 31st day of December of every year.

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RECORDED THIS THE 21ST DAY OF MARCH, 1991

[Signature]

CLERK S C