

SYLVAN LAKE FALLS SUBDIVISION  
A PLANNED DEVELOPMENT  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions by the Sylvan Lake Falls Homeowners Association, Inc., owner of all rights, title and interest, both legal and equitable, in and to all the installed water system and ancillary supporting equipment, the private road system and tangible property required for the maintenance thereof, easements and park areas as shown by deeds recorded in the Office of the Clerk of Superior Court of Rabun County, Georgia. It is the intent of the Association operating as a Georgia Non Profit Corporation, to provide perpetual care to maintain and preserve the beauty and desirability of properties of its members as well as provide maintenance, improvement and management of the roads and water system for the benefit of the Sylvan Lake Falls Subdivision.

WITNESSETH:

Whereas the Association, as owner, of the common elements, in order to protect the property values and to maintain the attractiveness of the community, desires to impose certain covenants, conditions and restrictions to further the development of the existing land.

ARTICLE I

Definitions

1. "Association" shall mean and refer to the Sylvan Lake Falls Homeowners Association, Inc.
2. "Unit Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title to any lot which is part of the Sylvan Lake Falls Subdivision.
3. "Sylvan Lake Falls Subdivision" shall mean all property, raw land and developed real property, owned by persons in fee simple title, or owned jointly as undivided interest in the common elements of the Association. This is further described by referring to the legal descriptions of all plots originally recorded in the public records of Rabun County, Georgia within the metes and bounds of the quit claim deed granted to the Association.

4. "Common Elements" means the water system and the installed ancillary equipment therefor which support the developed properties of the subdivision and the contiguous properties being serviced; the private access roads and any tangible property required for the maintenance thereof; all easements and park areas which are deeded to the Association.

5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Sylvan Lake Falls Homeowners Association, Inc., except that land constituting the common elements.

6. "Residential Unit" shall mean a single family dwelling located on a lot.

7. "Residential Use" Shall mean for the domestic habitation of the unit owners.

8. "Associate Member" shall mean persons Assessed for services of the common elements who are not residents of the Sylvan Lake Falls Subdivision.

#### ARTICLE II

##### Property Rights

1. OWNERS EASEMENTS OF ENJOYMENT. Every unit owner shall have a right of easement and enjoyment in and to the common elements which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. The right of the Association to suspend the voting rights and the right to use the common elements by an owner for any period during which any assessment against his lot remains unpaid.

b. The right of the Association to dedicate or transfer all or any part of the common elements to any public agency, authority, utility for such purposes and subject to the conditions as may be agreed to by the membership of the Association.

#### ARTICLE III

##### Architecture Control

1. Prior to the commencement of construction of any building, all building plans and specifications, including site and grading plans, and for the original construction shall be submitted to the Board of Directors of the Association for approval.

Sylvan Lake Falls Homeowners Association, Inc.  
P.O. Box 483  
Mountain City, GA. 30562

*ARTICLE IV*

1. Reservations and Restrictions

- A. There are no reservations  
B. Restrictions are as follows, and shall be so stated in your deed:

Our restrictions are designed for the benefit and protection of our individual property owners, as well as the community as a whole, and for the purpose of perpetuating the natural beauty and charm of our community. These are restrictive covenants running with the land.

- (1) Said lot shall be used for residential uses only.
- (2) No lot shall be less than 1 acre in size.
- (3) Only one house or residence shall be constructed per lot.
- (4) All houses must contain not less than 1400 sq. feet of living floor space excluding porches, carport and/or garage; must be painted or stained on outside; must have no metal roof; and must have an outside septic tank and inside plumbing which meet at least minimum requirements of sanitary regulations of state and local authorities now in force.
- (5) No private swimming pool may be located on said lot.
- (6) No domestic farm animals may be kept on said lot.
- (7) No campers, tents, house trailers and/or mobile homes shall be permitted on said lot.
- (8) No house shall be moved onto said lot.
- (9) Said lot may not be sub-divided.
- (10) No garbage, junk or other matter which may cause noxious odors or become unsightly shall be allowed on said lot.
- (11) Driveway entrances to sub-division streets, together with necessary drainage culverts, must be installed prior to the beginning of construction.
- (12) No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an accessory building, buried underground, or within a wooden, brick or stone enclosure.
- (13) It is understood and agreed that the foregoing restrictive covenants shall apply to each lot, in the event there is more than one lot conveyed by this instrument.
- (14) If the parties hereto, or any of them or their heirs, or assigns, or successors in title, shall violate or attempt to violate any of the covenants and restrictions recited herein, it shall be lawful for any person or persons owning any real property situated in Sylvan Lake Falls to prosecute by any such restrictions and/or covenants either to prevent him or them from doing so, or to receive damages for such violation, or both.
- (15) A \$1,500.00 tap on fee will be due the day water is installed on a new building. A \$1,000.00 fee will be charged if water is not supplied by Sylvan Lake Falls Homeowners Association.
- (16) Building contractors and owners will be responsible for the road in front of any new structure and gravel where necessary. Trash and any loose material shall be removed as the building is under construction, adjacent areas must be kept clean.
- (17) Use of water for gardening, car washing etc. may be restricted during water shortages. Board will advise home owners.
- (18) All construction shall comply with requirements of the Georgia Building Code.
- (19) No Realtor signs permitted in Sylvan Lake Falls Subdivision.
- (20) No construction will be permitted from December 1st through March 31 unless approved by the Board of Directors.

ARTICLE V

General Provisions

1. ENFORCEMENT. If any unit owner shall violate or attempt to violate any of these covenants, conditions or restrictions, or suffer a lien to be imposed under these restrictions, it shall be the right of the Board of Directors of the Association, or any other person or persons owning any lot in the subdivision to prosecute any proceeding at law or in equity against the person found in the proceedings to be in violation of these of restrictions. Expense of such actions at law are to be borne by the violator if found to be in violation of these restrictions. These covenants, conditions, and restrictions shall be construed and enforced according to the law of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto as the Board of Directors of the Sylvan Lake Homeowners Association, Inc. have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
Chet Sims

\_\_\_\_\_  
Elbert Baggett

\_\_\_\_\_  
Jim Casey

\_\_\_\_\_  
Roger Carlson

\_\_\_\_\_  
Leonard Bollinger

\_\_\_\_\_  
Sue Anne Pierce

*A. Bellinger*

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
SYLVAN LAKE FALLS  
HOMEOWNERS ASSOCIATION, INC.

The undersigned parties of these Articles associate themselves for the purpose of forming a corporation not for profit under the provisions of the Georgia Non-Profit Code.

ARTICLE I

Name and Definition

The name of the corporation shall be THE SYLVAN LAKE FALLS HOMEOWNERS ASSOCIATION, INC. as stated in the charter hereafter referred to as the "Association".

ARTICLE II

Purpose

To maintain and preserve the beauty, desirability and maintenance of properties of its members,

Improvement and management of the roads and the water system for the benefit of Sylvan Lake Falls subdivision; and the developed properties now serviced in Wolfork Valley areas contiguous thereto; and or additional properties to be developed and or annexed thereto in the future.

To engage in any lawful business related thereto, and to engage in any lawful act or activity for which the corporation may be organized under the Georgia non-profit code.

To protect and defend the association in any matter detrimental to it against any developer, government agencies, general public, or whomever.

ARTICLE III

The powers of the Association shall include and shall be governed by the following provisions:

1. GENERAL:

The Association shall have all of the common-law powers of a corporation not for profit under the laws of Georgia that are not in conflict with the terms of these Articles.

2. ENUMERATION:

The Association shall have all the powers and duties reasonably necessary to operate and fulfill the purpose of this Declaration, including but not limited to the following:

a. To make and collect assessments against unit property owners of record located in Sylvan Lake Falls Subdivision.

b. To make and collect assessments against consumers of water provided by the services of the Association's water system.

c. To make and collect assessments against owners of developed property using the private roads and or common elements of the Association.

d. To use the proceeds of the assessments and charges in the exercise of its powers and duties.

e. To maintain, repair, replace and operate the common elements.

f. To purchase insurance for the protection of the Association's property and provide board members liability protection in the execution of their duties as elected officials.

g. To enforce by legal means the provisions of these Articles, the Bylaws of the Association, and the Restriction for the use of property.

h. To reconstruct and repair improvements after casualty losses to common elements.

i. To contract for management or operation of portions or all of the common elements susceptible to separate management or operation.

j. To employ personnel to perform the services required for the operation of the common elements of the Association.

3. **LIMITATIONS:**  
The powers of the Association shall be subject to membership approval in transactions involving capital improvements.

#### ARTICLE IV

##### Members

1. **MEMBERSHIPS:**  
Membership in the Association shall be mandatory for all owners of the private property located in the metes and bounds of Sylvan Lake Falls Subdivision as established by recordings in the public records of Rabun County, Georgia.
2. **ASSOCIATE MEMBERSHIP:**  
Persons subject to assessments by the Association for services rendered who are not residents of Sylvan Lake Falls Subdivisions as established by recordings in the public records of Rabun County, Georgia.
3. **VOTING:**  
A member of the Association shall have one vote per home in person or by proxy.
  - a. Lot owners shall have one vote regardless of the number of lots owned.
  - b. Home owners who have lots in addition to the one built on shall only have one vote.

#### ARTICLE V

##### Directors

1. **NUMBER AND QUALIFICATION:** The affairs of the Association shall be managed by a board consisting of the number of directors of the board as determined by the Bylaws, but not less than three directors.
2. **DUTIES AND POWERS:** All of the duties and powers of the Association existing under these Articles and the Bylaws shall be exercised exclusively by the board of directors, but subject to approval by the members of the Association when that is specifically required.

3. ELECTION AND REMOVAL: Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner approved by the Bylaws.

4. FIRST DIRECTORS: The initial Board of Directors shall consist of six (6) members as identified:

Chat Sims  
P. O. Box 148  
Mountain City, GA 30562

Leonard C. Bollinger  
Route 1 Box 477  
Rabun Gap, GA 30568

Roger Carlson  
Route 1, Box 446  
Rabun Gap, GA 30568

Jim Casey  
Route 1, Box 433  
Rabun Gap, GA 30568

Elbert Baggett  
Route 1, Box 484  
Rabun Gap, GA 30568

Sue Anne Pierce  
1634 Poinsettia Dr.  
Fort Lauderdale, FL  
33305

#### ARTICLE VI

##### Bylaws

The first Bylaws of the Association shall be adopted by the Association membership in the manner provided by the Bylaws.

#### ARTICLE VII

##### Amendments

1. NOTICE: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

2. RECORDING: A copy of each amendment shall be filed with, accepted and certified by the Secretary of the State of Georgia and be recorded in the public records of Rabun County, Georgia.

#### ARTICLE VIII

##### Term

The term of the Association shall be perpetual.



ARTICLE IX

Office

The Association shall have an office at Dogwood Circle, Sylvan Lake Falls, P. O. Box 483, Mountain City, Georgia 30562.

ARTICLE X

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Chet Sims  
P. O. Box 148  
Mountain City, GA 30562

Leonard C. Bollinger  
Route 1 Box 477  
Rabun Gap, GA 30568

Roger Carlson  
Route 1, Box 446  
Rabun Gap, GA 30568

Jim Casey  
Route 1, Box 433  
Rabun Gap, GA 30568

Elbert Baggett  
Route 1, Box 484  
Rabun Gap, GA 30568

Sue Anne Pierce  
1634 Poinsettia Dr.  
Fort Lauderdale, FL  
33305

V. D. STOCKTON

ATTORNEY FOR PETITIONER

(SEE ATTACHED)

BYLAWS  
OF  
THE SYLVAN LAKE FALLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

1. IDENTIFY:

These are the Bylaws of the Sylvan Lake Falls Homeowners Association, Inc., hereafter called the association, a corporation not for profit under the laws of the State of Georgia. The Articles of Incorporation of the Association were filed in the office of the Secretary of State, of Georgia on the 5th day of February, 1986. The Association has been organized for the purpose of administering the Association's properties as well as the maintenance, improvement and management of the roads and the water system for the benefit of Sylvan Lake Falls Subdivision.

2. OFFICE:

The office of the Association shall be at Dogwood Circle, P. O. Box 483, Mountain City, Georgia 30562.

3. FISCAL YEAR:

The fiscal year of the Association shall be the calendar year.

ARTICLE II

Members

1. ROSTER OF MEMBERS. The Association shall maintain a roster of the names and mailing addresses of each required membership, which shall constitute a roster of members. Additionally, a roster of each associate member will be maintained in accordance with the Articles of Incorporation.

2. ANNUAL MEETING. The annual members meeting shall be held on the second week of August each year at such time and place in Rabun County, Georgia as a majority of the board members shall determine. The purpose of the meeting shall be to elect directors and approve the operating budget for the succeeding calendar year; and such other business as may be brought before it.

3. SPECIAL MEMBER MEETINGS. Special meetings shall be held at such time and place as approved by a majority of the Board of Directors. A meeting must be called by those officers upon request from a majority of the members of the Association. The business conducted shall be limited to that stated in the notice of the meeting and for objectives to be mandated by the members of the Association.

4. NOTICE OF MEETING. Notice of Annual and Special meetings shall be given to members of the Association stating the time and place and the objects for which the meeting is called in accordance with these Bylaws. The delivery and mailing shall be to the address of the member as it appears on the roster of names. The posting, mailing and delivery of the notice shall be effected not less than 30 days nor more than 45 days prior to the date of the meeting. Notice given of stated and recurring meetings of the Board of Directors on pre-scheduled dates are exempt from this proviso.

5. QUORUM. In the Annual and Special member meetings as required by these Articles, a quorum shall consist of 51 percent of the votes of the entire membership in person or by proxy. The majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the Association membership, except when approval by a greater number of members is specifically required by Articles of Incorporation and these Bylaws.

6. VOTING. In any meeting of the Association the person authorized to vote shall be entitled to cast one vote. If the property is owned by more than one person, or by a corporation, then the person entitled to cast the vote for the unit of property must be designated by a certificate signed by the unit owners and be on file with the Secretary of the Association. If a certificate is not on file, the vote of the owners shall not be considered in determining whether a quorum is present or for any purpose.

7. ELIGIBILITY. At a members meeting, each person qualified to cast a vote must possess a paid up membership for the current year, and not be delinquent in the payment of legally assessed fees for services and or pecuniary obligations approved by the Association membership.

8. PROXIES. Votes may be cast in person or by proxy. A proxy may be made by any person qualified to vote and shall be valid only for the meeting and matters designated in the proxy. A proxy must be filed with the Secretary before the appointed time of a called meeting. Failure to return proxy ballots, enclosed with notice of meetings to be held by the Association,

4. RESIGNATION AND REMOVAL. Any officer may be removed from office with cause by the Board. Any officer or director may resign at any time giving written notice to the Board, the President and 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.

5. OFFICER POSITIONS. Officer positions on the Board of Directors will be filled by appointment, by the elected board members within 10 days after the annual election of directors by the Association membership. The tenure will be for one year or as determined by the Board.

6. TERM OF OFFICE. The term of office for the directors shall be for three (3), two (2), and one (1) years service. Each director of the Association shall hold office until his successor shall be elected. The successors to the class of directors whose terms shall expire that year shall be elected to hold office for a term of three years, so that the term of office of one class of directors shall expire in each year.

7. REGULAR DIRECTORS MEETINGS. Directors may hold meetings at such time and place as shall be determined by the majority of the directors. A quorum shall consist of a majority of the entire board of directors. All regular meetings shall be open to all members of the Association.

8. MINUTES. A book of minutes will be kept available for the inspection at all reasonable times by Association members and the Board of Directors.

#### ARTICLE IV

##### Powers and Duties of the Board of Directors

All of the powers and duties of the Association existing under the Articles of Incorporation and these Bylaws shall be exercised by the Board of Directors, subject only to approval of the membership when that is specifically required.

#### ARTICLE V

##### Officers

1. PRESIDENT, shall be the chief executive officer of the Association. As President, he will conduct the affairs of the Association, appoint committees deemed necessary, represent the Association or appoint a representative to conduct business with outside agencies.

will constitute approval of any action taken by the board of directors. The Board of Directors shall provide necessary proxy forms and be responsible for their distribution.

9. ADJOURNED MEETINGS. If any meeting of members cannot be conducted because a quorum has not in attendance or represented by proxies the members who are present may adjourn the meeting from time to time until a quorum is present. All members to be notified of date and place of each meeting at least 20 days prior to same.

10. ORDER OF BUSINESS. At annual members meeting and as far as practical at all other members meetings shall be:

- a. Call to order by the President.
- b. Calling of the roll and certifying proxies.
- c. Proof of notice of meeting.
- d. Reading of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Unfinished business.
- h. Presentation of the annual budget for the succeeding calendar year.
- i. Election of directors.
- j. New business.
- k. Adjournment.

11. PARLIAMENTARY RULES. Roberts' Rules of Order shall govern the conduct of Association meetings.

### ARTICLE III

#### Directors

1. MEMBERSHIP. The affairs of the Association shall be managed by a board of not less than three directors nor more than seven, the number to be determined at the time of elections.

2. NOMINATING COMMITTEE. Three members shall be appointed by the board of directors not less than sixty (60) days prior to the annual members meeting. The committee shall nominate one person for each director to be elected. Nomination for additional directorships may be made from the floor or by proxy.

3. ELECTIONS. The election shall be by secret ballot and by proxy votes. A plurality of the votes cast, each person voting being entitled to cast his votes for each of and for as many nominees as there are vacancies to be filled. Vacancies in the officer positions on the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

2. VICE PRESIDENT, shall exercise the powers and perform the duties of the President in the absence or disability of the President. Assist the President and perform such other duties as shall be prescribed by the Directors.

3. SECRETARY, shall keep minutes of all proceedings of the Directors and the Association meetings. The Secretary shall keep the records of the Association, except those of the Treasurer, and maintain a current roll call of the Association, except those of the Treasurer, and maintain a current roll call of the Association membership. Perform other duties incident to the office as may be required by the Directors or President.

4. TREASURER, the Treasurer or assistant shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors as required by the Board of Directors.

#### ARTICLE VI

##### Fiscal Management

1. DEPOSITORY OF THE ASSOCIATION. The directors of the Association shall designate the banking facility for the deposit of monies received by the Treasurer, and designate accounts for deposit, and designate those persons who are authorized to sign checks drawn against these said accounts.

2. ACCOUNTS. The receipt and expenditures of the Association shall be credited and charged to accounts in accordance with generally accepted accounting principles. Co-mingling of funds by classification in the accounting procedures will be avoided, although deposits may be un-segregated for banking procedure.

3. BUDGET. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray expenses anticipated for the needs of the common elements. These shall be definitive for various accounts established as recurring expenses, i.e., water, roads, and other accounts according to generally accepted accounting principles. The budget for the next calendar year will be submitted at the annual meeting.

4. ASSESSMENTS. Assessment against the unit property owners and Association members shall be made by the Board of Directors for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are

made and will be submitted and voted on at the annual meeting.

5. NON-PAYMENT OF ASSESSMENT. Any assessment not paid by March 1st of the year for which the association is due shall bear interest at the rate of 18% per annum from the date originally due. The Association may bring an action at law against the owner personally obligated to pay the same, and any legal expense incurred by the Association shall be charged to the delinquent property owner. The Association may file a lien against the property, or grant any dispensation deemed appropriate to the owner. No owner may waive or otherwise escape liability for the assessments provided for by non-use or abandonment of his residential unit or owned lot. In the event the water is cut off due to non-payment as set forth herein, there shall be a \$500.00 fee to cut the water back on. The Board will only take this action after the owner or owners have been notified of same by certified mail.

6. INSUFFICIENT FUNDS. In the event that yearly assessments shall be insufficient to provide funds for the unexpired year to cover emergencies for maintenance or repair to the common elements, the directors shall call a special meeting of the Association members in accordance with the Articles and these Bylaws. Notice of such meeting must be posted thirty (30) days prior to the time, date, and place given in the writing. A quorum shall exist under the provisions stated for an annual meeting of the members and approval of the amended budget shall be by the majority of the votes registered by persons present or by proxy vote. Approval of the amended budget shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

7. IMPACT FEES. The directors of the Association shall control the development and expansion of the Sylvan Lake Falls Subdivision water and roads under the supervision of the Association membership as provided in the Articles and these Bylaws. Request for new construction within Sylvan Lake Falls Subdivision shall be submitted to the Board of Directors, along with supporting documents and plans showing the type of building proposed and location on lot site, for their review and approval of the proposed construction. The Board of Directors will serve as an architecture committee to maintain, preserve the beauty and desirability of its members properties. There will be an impact fee for water hook-up and road maintenance on all new construction. The fee shall be determined by the Board of Directors using the following criteria: (a) Current economic conditions. (b) Location of new construction. Taking into account the location in relation to the simplicity or complexity of the water hook-up and/or road maintenance.

After complying with the requirements herein the Secretary of the Board of Directors will issue a letter to the Clerk of Superior

Court of Rabun County, Georgia that there are no objections to the issuance of a building permit in Sylvan Lake Falls Subdivision.

8. AUDIT. An audit of the accounts of the Association shall be made annually, or upon termination of the office of the Treasurer, by a committee appointed by the Board of Directors, or by a certified public accountant if deemed necessary by the membership of the Association. A copy of such report shall be furnished to members upon request.

9. DIRECTORS INSURANCE AND FIDELITY BONDS. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The requirements for obtaining such bonds, the amount of the bonds and the sureties shall be determined by the Board. The premiums on the bonds shall be paid by the Association. The Board of Directors are also authorized to obtain and pay for directors liability insurance.

#### ARTICLE VII

##### Bylaws and Amendments

The Bylaws of the Association shall be adopted by the members of the Sylvan Lake homeowners Association as an addendum to the Articles of Incorporation. The Common Laws of Georgia under the Georgia Non-Profit Corporation code, the Articles of Incorporation, and these Bylaws as may be amended, added, or deleted by the Association shall guide this operating entity in administering the association's acts. Adoption of the Bylaws shall be by a meeting conducted by the Board of Directors at a time and place given by notice. Directors and members not present in person or by proxy at the meeting considering the adoption may express their approval in writing, providing that approval is delivered to the Secretary prior to the meeting. The approval must be by not less than 51% of the votes of the entire membership cast in person or by proxy. Amendments, additions, deletion to these Bylaws must be submitted to the membership of the Association and approved in the same manner as the above described procedure. These Bylaws as approved shall be duly executed by the officers of the Association and recorded in the public records of Rabun County, Georgia.



SYLVAN LAKE FALLS HOMEOWNER'S ASSOCIATION, INC.

BY -LAWS

AMENDED AND RESTATED ARTICLES OF INCORPORATION

COVENANTS, CONDITIONS AND RESTRICTIONS

SYLVAN LAKE FALLS HOMEOWNERS'S ASSOC. INC.  
OFFICERS

*Sharon Worley*  
\_\_\_\_\_  
WITNESS

*Leonard C. Hollinger*  
\_\_\_\_\_  
LEONARD C. HOLLINGER, PRESIDENT

*Jane English*  
\_\_\_\_\_  
NOTARY PUBLIC NOTARY SEAL  
Notary Public, Rabun County, Georgia  
My Commission Expires Jan. 7, 1994

*Elbert J. Baggett*  
\_\_\_\_\_  
ELBERT J. BAGGETT, VICE PRESIDENT

*Sharon Worley*  
\_\_\_\_\_  
WITNESS TO ELBERT J. BAGGETT

*Margaret Barnes*  
\_\_\_\_\_  
MARGARET BARNES, SECRETARY, (alternate)

*Sue A. Pierce*  
\_\_\_\_\_  
SUE A. PIERCE, TREASURER

*Jane English*  
\_\_\_\_\_  
NOTARY PUBLIC NOTARY SEAL  
Notary Public, Rabun County, Georgia  
My Commission Expires Jan. 7, 1994

RECORDED THIS THE 28TH DAY OF JUNE, 1990

*Sharon Worley*  
\_\_\_\_\_  
CLERK, S.C.

CLERK, S.C.