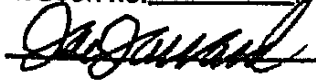


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RETURN RECORDED INSTRUMENT TO:
Steven M. Winter, Esq. Michael H. Cummings II
WEINSTOCK & SCAVO, P.C. P.O. Drawer 1568
3405 Piedmont Road, NE, Suite 300 Clayton, GA 30525
Atlanta, Georgia 30305

**DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
WATERFALL AT LAKE BURTON**

*This Declaration has been re-recorded to attach Exhibit "C" which was
inadvertently omitted from the initial recording of this Declaration in
Deed Book S-18, Pages 309-342,
of the Rabun County, Georgia records.*

Steven M. Winter, Esq.
WEINSTOCK & SCAVO, P.C.
3405 Piedmont Road, NE, Suite 300
Atlanta, Georgia 30305

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WATERFALL AT LAKE BURTON

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON (hereinafter "Declaration") is made as of 16th day of April, 1999 by Lake Burton Development, LLC, a Georgia limited liability company (hereinafter "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter the "Property"). Declarant intends by this Declaration to impose upon the Property mutually beneficial covenants, conditions, restrictions and easements under a general plan of improvement and development for the benefit of all owners, now or hereafter, of the Property within the development known as Waterfall at Lake Burton. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property submitted to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property subjected to this Declaration in accordance with its terms shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements hereinafter set forth, which are for the purpose of protecting and preserving the value and desirability of the Property, and which shall run with the Property and which shall be binding on all parties having any right, title or interest in and to all or any part of the Property and their heirs, successors, successors-in-title and assigns and which shall inure to the benefit of each such party.

ARTICLE I.

Definitions

The following words, when used in this Declaration shall have the following meanings:

Section 1. "Additional Property" shall mean and refer to that real property described on Exhibit "B" attached hereto and made a part hereof by this reference, which may be subjected to this Declaration in accordance with the terms and provisions of Article VII, below.

Section 2. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as such document may be amended from time to time.

Section 3. "Association" shall mean and refer to Waterfall Property Owners Association, Inc., a non-profit, non-stock membership corporation incorporated under the laws of the State of Georgia, its successors and assigns.

Section 4. "Board of Directors" or "Board" shall mean and refer to the governing body of the Association having such duties as are provided in the Declaration, the Bylaws, the Articles of Incorporation, the Georgia Nonprofit Corporation Code and under other applicable Georgia law.

Section 5. "Builder" shall mean and refer to the Owner of a Lot (i) who is in the business of constructing Residential Units; (ii) who owns such Lot for the purpose of constructing a Residential Unit thereon for sale to a third party; and (iii) who is approved by Declarant.

Section 6. "Buildout" shall mean and refer to the date upon which the first of the following events occur: (i) the date on which there has been a Residential Unit constructed on each Lot in the Community and each Lot in the Community has been conveyed to a Person, other than a Builder, for residential occupancy; or (ii) a date established by the Declarant, in its sole discretion, as indicated by a written instrument filed of record with the Clerk of the Superior Court of Rabun County, Georgia.

Section 7. "Bylaws" shall mean and refer to the Bylaws of the Association which govern the administration and operation of the Association, as such document may be amended from time to time.

Section 8. "Certificate of Occupancy" shall mean and refer to any required certification issued by the appropriate governmental authority as a prerequisite to the lawful occupancy of any Residential Unit constructed on any Lot.

Section 9. "Club" shall mean and refer to the property upon which the Declarant may develop a golf country club and related facilities located in the vicinity of the Property and which is described in Exhibit "C" attached hereto and made a part hereof by this reference. The Club may include, by way of example and not limitation, a clubhouse, golf course, putting green, tennis courts, swimming pool, tennis and golf pro shop, food and beverage facilities, spa, overnight accommodations and any other related facilities. The Club shall be arranged in such capacity or status as determined by Declarant from time to time and may be segmented and separated from the Golf Course as determined by Declarant in its sole discretion. Neither the Association nor any Owner or their family members shall have any rights in or to the Club and any of the related facilities. By execution below, Declarant does not commit, promise or covenant in any manner to build the Club or any related facilities thereto except as Declarant decides in its sole discretion.

Section 10. "Common Area" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or otherwise made available for the use and enjoyment of the Owners, including, but not limited to, the entrances to the Property located off of U. S. Highway 76, the streets and roads within the Property, gates, guardhouse, and solid waste collection area. Nothing herein shall be construed as to create any obligation for Declarant to construct any improvements on the Common Area. The Common Area shall not include the Additional Property, the Club or the Golf Course unless the Declarant so designates such property by a recorded amendment to this Declaration.

Section 11. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and the Community, including reasonable capital reserves, household waste removal charges and water and sewer charges, all as may be imposed hereunder and found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of Incorporation.

Section 12. "Community" shall mean and refer to the residential development on the Property known as "Waterfall at Lake Burton".

Section 13. "Community-Wide Standard" shall mean and refer to the standard generally prevailing in the Community for conduct, maintenance, architectural and design standards and other matters as determined by the Declarant for so long as the Class B membership continues to exist, and

thereafter as determined by the Board. Such determination by the Board must, however, be consistent with the Community-Wide Standard established by the Declarant.

Section 14. "Conversion Date" shall have the meaning ascribed to it in Section 3 of Article IV of this Declaration.

Section 15. "Declarant" shall mean and refer to Lake Burton Development, L.L.C., a Georgia limited liability company; and its successors and assigns; provided, any recorded instrument must specifically designate that such successor or assign is to become the "Declarant" hereunder. Upon the designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Property, there shall only be one Person entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

Section 16. "Architectural Review Committee " or "ARC " shall mean and refer to the governing body empowered in accordance with Section 1 of Article IX of this Declaration.

Section 17. "Golf Course" shall mean and refer to the property on which a golf course and all related facilities thereto are located in the vicinity of the Property and which is part of the Club. Neither the Association nor any Owner or his or her family members shall have any rights in or to the Golf Course by virtue of this Declaration.

Section 18. "Improvement" shall mean and refer to any Residential Unit, driveway, mailbox, parking area, fence, wall, recreational equipment, playhouse, play equipment, pool, steps, landscaping, lighting, signage, excavation, ditch, diversion, berm or any other thing or device that alters the flow of water, and all other structures, improvements or landscaping material of any kind and type placed, erected or constructed on a Lot.

Section 19. "Lot" shall mean and refer to a platted portion of the Property, other than Common Area, intended for independent use or ownership. Lots shall be shown on the plats of survey filed in the Rabun, County, Georgia records.

Section 20. "Member" shall mean and refer to a Person that is a member of the Association as provided in this Declaration.

Section 21. "Modifications Committee" shall mean that certain committee of the Association empowered in accordance with Section 3 of Article IX of this Declaration.

Section 22. "Mortgage" shall mean and refer to a deed to secure debt, deed of trust, mortgage or similar instrument used for the purpose of conveying or encumbering real property as security for the payment of an obligation.

Section 23. "Mortgagee" shall mean and refer to the holder of a Mortgage.

Section 24. "Owner" shall mean and refer to the record owner of a Lot which is part of the Property within the Community, but excluding (i) any Person holding an interest in a Lot merely as security for the performance or satisfaction of an obligation; (ii) contract purchasers, and (iii) any governmental authority which holds title as a result of a dedication by Declarant. When the term Owner is used, it shall include all Builders unless otherwise stated.

Section 25. "Person" shall mean and refer to any natural person, corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

Section 26. "Residential Unit" shall mean and refer to any building, structure or improvement on any Lot intended for use and occupancy as a dwelling and all appurtenances thereto, including, but not limited to, all garages, porches, balconies, accessory structures, decks, overhangs, foundations, and extensions or projections therefrom.

Section 27. "Rules and Regulations" shall mean and refer to those rules and regulations and architectural guidelines promulgated by the Board pursuant to this Declaration and the Bylaws, as such rules and regulations and architectural guidelines may be amended from time to time.

ARTICLE II.

Development

Section 1. Development of Property. The Property, and any right, title or interest therein, shall be owned, held, leased, sold and conveyed by Declarant and any subsequent owner subject to this Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth herein. All Lots within the Property shall be restricted exclusively to residential use. Until Buildout, Declarant shall have the right, but not the obligation, to make improvements and changes to the Common Area and all Lots owned by Declarant, including, without limitation, construction of improvements to the Common Area, changes in the location, configuration or boundaries of any Lots owned by Declarant or the Common Area and installation of any water, sewer or other utility or drainage systems or facilities.

Section 2. Designation of Lots. Declarant shall have the unilateral right and power to subdivide all or any portion of the Property owned by Declarant into Lots, without the joinder or consent of any other Person. The Declarant shall exercise such right and power from time to time by causing an appropriate plat or plats to be prepared for the Lots which Declarant desires to designate as such and by filing such plat or plats for public record in the Office of the Clerk of the Superior Court of Rabun County, Georgia.

Section 3. Zoning. Declarant shall have the right and power to change the zoning of all or any portion of the Property owned by Declarant in such a manner as Declarant deems appropriate for the overall development of the Property. No Owner, other than Declarant, shall apply for any change in zoning, including variances, of any portion of the Property, owned by such Owner unless such zoning change, including variances, are approved in writing by Declarant through the date of Buildout and thereafter by the Board. Any such zoning change, including variances, shall not affect the use restrictions contained in this Declaration which shall control over any uses permitted by any such zoning or variance change; provided, however, nothing in this Declaration shall give or be deemed to give either to Declarant or any Owner the right or power to use any portion of the Property in a manner which would violate applicable zoning ordinances, rules or regulations.

Section 4. Developer Rights. The Developer may assign from time to time all or a portion of the rights, privileges and easements reserved in favor of or granted to the Developer hereunder, including the right to operate the private water and sewer systems serving the Community.

Section 5. Water and Sewer Systems. All of the Lots subject to the Declaration shall, through the Association, obtain water and sewer services from the water and sewer systems established by Waterfall Water & Sewer, Inc., or its successors or assigns. The cost of water and sewer provided to the Lots, including, but not limited to, treatment charges, operation of wells, construction of all required wells, and all other costs associated with the operation of the water and sewer systems, shall be

considered a Common Expense and shall be included within the budget prepared by the Board pursuant to Section 3 of Article VIII, below. The amount to be charged for water and sewer shall be established by the operator of the water and sewer systems in advance of each calendar year and the budget therefor shall be delivered to the Association prior to the year in which the charges shall be assessed. The Association and all Owners acknowledge and accept that water and sewer systems, including the real property upon which the systems are situated, may be conveyed by the owners thereof to the Association, free of charge, in which event the water and sewer systems and the real property upon which the systems are situated shall become a part of the Common Area.

Section 6. Development of Additional Property. Declarant reserves the right, option and privilege (but not the obligation) to be exercised in its sole discretion to submit all or a portion of the Additional Property to the provisions of this Declaration and to develop Improvements thereon. All of the Additional Property may be submitted at once or in smaller parcels from time to time and not all of the Additional Property shall be required to be submitted to this Declaration. The option, right and privilege may be exercised only by Declarant in accordance with the terms, conditions and limitations set forth in Article VII, below.

ARTICLE III.

Property Rights

Section 1. General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the terms of this Declaration, shall be conveyed, transferred and encumbered the same as other real property. The ownership of each Lot shall include, and there shall pass with the title to each such Lot as an appurtenance thereto, whether or not separately described, all rights and obligations of a Member in the Association as set forth herein. The Declarant, the Association and their respective employees, agents, successors and assigns shall have the right at all reasonable times to enter upon all parts of the Property, without being deemed to have committed a trespass or wrongful act, to carry out of the provisions of this Declaration.

Section 2. Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress in, over, across and through the Common Area, and a right of use and enjoyment in, to and of his or her Lot and the Common Area, subject to the terms of this Declaration. Such rights and easements may be exercised by each Owner and their respective family members, licensees, guests and invitees, subject to the Rules and Regulations as may be adopted by the Board of Directors from time to time. An Owner may assign to a tenant of his Lot all such rights and easements so that the tenant, and his family members and guests shall be entitled to use and enjoy the Common Area on the same basis as the Owner acting as landlord. The foregoing rights and easements shall be appurtenant to and shall pass with title to every Lot. The foregoing rights and easements shall be subject to the following easements, reservations, rights and provisions, which are expressly reserved hereby:

(a) The right of the Board to charge reasonable admission or other fees for any nonstandard use, as determined by the Board in its sole discretion, of any portion of the Common Area, including, without limitation, swimming pools, tennis courts and other recreation areas as may exist; to limit the number of guests of an Owner who may use the Common Area; to allow persons who are not Members of the Association to use the Common Area on a regular or temporary basis and to charge or not charge a user fee therefore; and to provide for the exclusive use and enjoyment of specific portions of the Common Area at certain designated times by an Owner, his family members, guests, licensees and invitees;

(b) The right of the Association to suspend the voting rights of an Owner and the right to use the Common Area for any period during which (i) any assessment duly assessed hereunder remains

unpaid and (ii) any infraction of the terms of this Declaration, the Bylaws or the Rules or Regulations remain uncorrected or uncured and for an additional period thereafter not to exceed thirty (30) days;

(c) The right of the Board to promulgate reasonable Rules and Regulations governing the use of the Common Area and the Lots, and the conduct of Owners and their family members, guests, licensees, and invitees thereon, and to impose reasonable fines, upon notice, for any violation or infraction of the Rules and Regulations as determined by the Board in its sole discretion;

(d) The right of the Declarant, without any vote or consent from the Owners, to install and maintain guarded or electronically monitored gates within the Property and to impose rules, regulations and procedures intended to control vehicular and pedestrian access to and from the Property; provided nothing herein shall prevent reasonable access to any Lot; and

(e) The right of the Declarant, until Buildout, and thereafter the Association, with the written consent of the Declarant, to dedicate, transfer or grant permits, title, licenses or easements in and to the Common Area to governmental authorities or third parties for utilities, roads and other purposes reasonably necessary or useful for the proper development, maintenance or operation of the Property.

Section 3. Easement for Construction/Maintenance. Declarant hereby reserves, in addition to any other easement reserved elsewhere in this Declaration, the perpetual, alienable and transferable easement and right for the benefit of Declarant and its successors and assigns and, subject to regulation by Declarant, for the benefit of Builders, to use and to enter upon and travel over and across the Property and Common Area for the purpose of the construction, maintenance and repair of Improvements and for all reasonable purposes to further assist and enhance the marketing, construction and sale of the Property, including Lots or Residential Units, and the Additional Property and for the maintenance of signs, sales offices, construction offices, business offices and such other facilities as the Declarant, in its sole discretion, may deem necessary or required in connection with the construction, maintenance, repair, improvement and/or marketing and sale of the Property, including Lots and Residential Units, and the Additional Property. Any damage to the Common Area and any Lot or Residential Unit arising during the use of the foregoing easement shall be repaired by the person who caused the damage.

Section 4. Easement for Golf Course/Club. Declarant hereby reserves, in addition to the other easements reserved in this Declaration, the perpetual, alienable and transferable easement and right for the benefit of Declarant and its successors and assigns and, subject to regulation by the Declarant, for the benefit of the Additional Property, the Golf Course, the Golf Course property, the Club and the Club property, and the owner, guests, licensees, invitees and members of the Additional Property, the Golf Course and the Club, to enter upon and travel over, under, across and through the Property and the Common Area for the purpose of ingress and egress to and from the Additional Property, the Golf Course and the Club and for all other purposes, as determined by Declarant in its sole discretion, to accommodate the use and enjoyment of the Additional Property, the Golf Course or the Club and all facilities related thereto or the construction, maintenance, repair, development and operation of the Additional Property, the Golf Course or the Club and all facilities related thereto.

Section 5. Easement for Golf Carts and Golf Cart Paths. Declarant hereby reserves, in addition to the other reserved easements in this Declaration, the perpetual, alienable and transferable easement and right for the benefit of Declarant and its successors and assigns and, subject to regulation by the Declarant, for the benefit of the Golf Course, the Golf Course property, the Club, the Club Property and the owner, guests, licensees, invitees and members of the Golf Course and the Club, to enter upon and travel over, under, across and through the Common Area for the purpose of ingress and egress to and from the property upon which the Golf Course or the Club and all facilities related thereto are located, whether by foot, by golf cart or any other means and for the purpose of the construction, maintenance and repair of golf cart pathways that may now or hereafter be located on portions of the Common Area, as

decided by Declarant in its sole discretion, so long as the location of any such golf cart pathways does not unreasonably interfere with the use and enjoyment of the Common Area by the Members of the Association.

Section 6. Easement for Association. There is hereby reserved for the benefit of the Association and its officers, directors, agents and employees a general right and easement to enter upon any Lot or portion thereof in the performance of their respective duties under the Declaration, the Bylaws or the Rules and Regulations. Except in the event of emergencies, this right and easement shall be exercised only during normal business hours and, whenever practical, only upon advance notice of the Owner of the Lot directly affected thereby.

Section 7. Easement for Maintenance/Repair. There is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns, the perpetual, alienable and transferable easement and right to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning landscape, grass, underbrush, leaves, trees, stumps or other unsightly growth or condition and removing trash located thereon, and to exercise any other rights of maintenance or repair provided in this Declaration so as to maintain the Community-Wide Standard and aesthetic appearance within the Community and to address reasonable health, fire and safety concerns; provided that such easement shall not impose any duty or obligation upon the Declarant or the Association to perform any such act.

Section 8. Easement for Utilities, Etc. There is hereby reserved to the Declarant until Buildout and thereafter the Association, by and through the Board, the right and privilege to grant easements upon, over, across, under and through the Property and Common Area for ingress, egress, installation, replacement, repairing and maintaining master television antenna or cable systems, security and similar systems, walkways and utilities serving the Property, the Additional Property, the Common Area, the Golf Course, the Golf Course property, the Club or the Club property including but not limited to, water, sewer, telephone, gas, electrical, storm sewers and drainage systems; provided this easement shall not unreasonably impair the ability of any Owner to construct or install any Improvement on his or her Lot or to cause physical, nonrepairable damage to any Improvement on any Lot. To the extent possible, all utility lines and facilities shall be located underground. It shall be expressly permissible for the holder of the easement, with respect to the portion of the Property or Common Area so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities, (ii) to cut and remove trees, bushes, shrubbery or other landscaping, (iii) to grade, excavate or fill, or (iv) to take any other action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and facilities; provided, however, that the holder of any such easement shall take reasonable actions to repair any damages caused during the exercise of any rights granted under such easement.

Section 9. Easement for Government Services. Declarant hereby grants to Rabun County, Georgia or such other governmental authority or agency as shall have from time to time jurisdiction over the Property with respect to law enforcement, fire protection and other emergency and governmental services the perpetual, alienable and transferable easement and right to enter upon and over, under, across and through all of the Property, including all Lots and Common Area, for the purpose of performing such duties and activities as such authority or agency shall be required to perform or as may be appropriate from time to time under applicable law or circumstances.

Section 10. Easement for Golf Course Use. There is hereby reserved for the benefit of the Declarant and the owners, members, guests, licensees and invitees of the Golf Course, the Golf Course property, the Club and the Club property the perpetual, transferable and alienable easement and right to enter upon and over, under, across and through each Lot which abuts or is otherwise contiguous to the

Golf Course, the Club and the Common Area to permit the doing of every act and thing reasonably necessary and proper in connection with the playing of golf on the Golf Course and such Lots. The foregoing right to enter each such Lot is limited to a fifty (50) foot area measured from the boundary area line of each such Lot as separates such Lot from the Golf Course property or the Club property to a line running parallel thereto and being located fifty (50) feet into the interior of each such Lot. It is hereby acknowledged and agreed that the playing of golf on the Golf Course shall include, but not be limited to the playing and/or recovery of golf balls from such Lots and the Common Area, the flight of golf balls over, through and upon such Lots and the Common Area, the use of necessary and usual golf equipment on such Lots and the Common Area, the usual and common noise level created by the playing of the game of golf on or near such Lots and the Common Area, and the maintenance and operation of the Golf Course or the Club. From and after the date this Declaration is recorded, no Improvement, including specifically fences, shall be constructed on any Lot which abuts or is otherwise contiguous to the Golf Course property or the Club property or upon the Common Area within a fifty (50) foot area measured from the boundary line of each such Lot or the Common Area as separates such Lot or Common Area from the Golf Course property or the Club property to a line running parallel thereto and being located fifty (50) feet into the interior of each such Lot or the Common Area. The foregoing easement on any Lot or the Common Area may be increased or decreased by Declarant as shown on any plat recorded in the Rabun County, Georgia records prior to the conveyance of such Lot or the Common Area to a Person other than Declarant, affiliates of Declarant or a Builder.

Each Owner hereby releases and discharges, and agrees to defend and hold harmless, the Declarant, the owner of the Golf Course and the Club and their successors, officers, directors, members and assigns from any and all claims, actions, damages, including personal injury, death or property damage which arises from, relates to or is in any way connected with the use and enjoyment of the Golf Course including, specifically, damage caused by a golf ball.

Section 11. Easement for Ponds, Lakes, Creeks and Water. Declarant hereby reserves, in addition to the other easements reserved in this Declaration, the perpetual, alienable and transferable easement and right for the benefit of Declarant and its successors and assigns, and subject to regulation by the Declarant, for the benefit of the Additional Property, the Golf Course, the Golf Course property, the Club, the Club property, and the owners, guests, licensees, invitees and members of the Additional Property, the Golf Course or the Club, to use, remove and enjoy any pond, lake, creek and other water as might now or hereafter exist on or flow under, over, through or across the Property or the Common Area for the purpose of irrigation of the Additional Property, the Golf Course, the Golf Course property, the Club and the Club property and to construct, repair and maintain on the Property and the Common Area any improvements or facilities necessary to assist with such irrigation use and to maintain any such pond, lake, creek or water as may, in the discretion of Declarant, be necessary in connection with such irrigation use.

ARTICLE IV

Association Membership and Voting Rights

Section 1. Membership. Subject to Section 2 of this Article, every person who is the record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration shall be a Member of and have membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Lot, and ownership of a Lot which is subject to this Declaration shall be the sole qualification for such membership. In the event that fee title to such a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include any person who has an interest in a Lot merely as security for the performance of an obligation, and the giving of a Mortgage in a Lot shall not terminate the grantor's membership in the Association.

Section 2. Multiple Owners. No Owner, whether one or more person, shall have more than one membership per Lot; provided, however, multiple use rights for multiple ownership of a Lot shall exist subject, however, to the right of the Board to regulate and limit use by multiple Owners. Each Owner, by acceptance of a deed or other conveyance of a Lot, consents and agrees to the dilution of his or her voting interest in the Association by virtue of the submission from time to time of Additional Property as set forth herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member, the Member's spouse or other family member.

Section 3. Voting. The Association shall have two (2) classes of membership, Class A and Class B.

(a) Class A. Class A Members shall be all Owners, including Builders, with the exception of the Class B Member. Class A Members who own a Lot designated for the construction of a Residential Unit shall be entitled to cast one vote for each such Lot in which they hold the interest required for membership in Section 1, above. If more than one (1) person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine. In the event that more than one of such multiple Owners seeks to exercise the vote and such Owners cannot agree on how to cast the vote, the vote appurtenant to such Lot shall not be counted.

(b) Class B. The Class B Member shall be the Declarant. Prior to the Conversion Date, the Class B Member shall be entitled to cast votes equal to three (3) times the total number of then existing votes eligible to be cast by the Class A Members. The Class B membership shall terminate upon the first to occur of the following events (hereinafter the "Conversion Date"):

(i) ninety (90) days after the Declarant has sold ninety-five percent (95%) of the Lots as are contemplated to be a part of the Community on the master plan thereof, inclusive of lots not yet subdivided pursuant to Section 3 of Article II above, to Owners other than the Declarant, affiliates of Declarant, or Builders;

(ii) twenty (20) years after the date this Declaration is recorded; or

(iii) the date on which the Declarant, in its sole discretion, chooses to terminate the Class B membership by filing of record with the Clerk of the Superior Court of Rabun County, Georgia a written notice that the Class B membership has terminated.

From and after the Conversion Date, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 1, above.

Section 4. Declarant Control. Notwithstanding any other provision to the contrary in this Declaration, the Bylaws or Articles of Incorporation, Declarant retains the authority and right to appoint and remove any member of the Board of Directors and any officer of the Association until the Conversion Date. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that the Declarant shall have the authority to appoint and remove members of the Board of Directors and officers of the Association until the Conversion Date.

ARTICLE V.

Association Powers and Responsibilities

A. IN GENERAL.

Section 1. Common Area. The Association, subject to the rights, easements and privileges set forth in this Declaration, shall be responsible for the management and control of the Common Area and all improvements thereon and shall keep the Common Area in good repair and in a clean and attractive condition. The Association shall maintain, operate and preserve the Common Area for the good and benefit of the Community and the Members as herein provided. The Association, through action of its Board of Directors, may acquire, hold and dispose of all property owned by the Association, whether tangible or intangible, real or personal property.

Section 2. Services. The Association may pay for the services of any person or entity to manage its affairs or the Common Area as the Board of Directors deems necessary or desirable for the proper operation of the Community. Such personnel may be furnished or employed directly by the Association or by any person or entity with which it contracts. The Association may obtain and pay for legal, accounting and any other professional services necessary or desirable in connection with the operation of the Community or the enforcement of this Declaration, the Bylaws and Rules and Regulations. The Association may, but shall not be required to, arrange as an Association expense to furnish trash collection, security, cable television and other common services to each Lot within the Community. All costs and expenses incident to any of the foregoing shall be a Common Expense.

Section 3. Power to Contract. The Association may, acting through its Board of Directors, contract with any other residential or commercial association or neighborhood adjacent to the Community to provide services and/or perform services on behalf of such other association or neighborhood. The Association may, acting through its Board of Directors, contract with any governmental division, department or agency for the provision of services to the Association or its Members.

Section 4. Rules and Regulations. The Association, acting through its Board of Directors, may promulgate Rules and Regulations governing the use and occupancy of the Lots and all Improvements located thereon, and use and operation of the Common Area. Copies of the Rules and Regulations and any changes thereto must be furnished by the Association to all Owners prior to their effective date. The Rules and Regulations shall be binding upon all Owners and their family members, tenants, guests, licensees, invitees and agents. The Owner of each Lot shall be responsible for the conduct of his family members, tenants, guests, licensees, invitees and agents and shall ensure that all of the foregoing individuals comply with the terms of this Declaration, the Bylaws and the Rules and Regulations. The Association, acting by and through its Board of Directors, shall be empowered to impose and assess fines and temporarily suspend voting rights and the right of use of certain of the Common Areas and services paid for as a Common Expense in order to enforce compliance with the Rules and Regulations of the Association, this Declaration and the Bylaws; provided, however, that no such suspension shall deny an Owner, or any occupant of a Lot, access to the Lot owned or occupied.

B. MAINTENANCE.

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Common Area, the cost of which shall be assessed as a part of the Common Expenses as determined by the Board of Directors in accordance with this Declaration. Maintenance by the Association shall include, but not be limited to, maintenance, repair and replacement of all landscaping and improvements situated on the Common Area. The Association shall not be liable for any injury or damage to any person or property (a)

caused by the elements, (b) caused by any Owner or any third party, or by their respective family members, guests, invitees, licensees, successors or assigns, (c) resulting from any rain or surface water which may leak or flow from any portion of the Common Area, or (d) caused by the failure of the Association to maintain the Common Area, unless such failure is caused by the willful misconduct or gross negligence of the Association. The Association shall not be liable to any Owner for any loss or damage, by theft or otherwise, of any property of such Owner or his respective family members, guests, invitees, licensees, successors or assigns. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for the inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or governmental authority, it being acknowledged by each Owner that the obligation to pay assessments pursuant to this Declaration is a separate and independent covenant on the part of each Owner.

Section 2. Owner's Responsibility. Each Owner shall maintain or cause to be maintained his Lot and all Improvements thereon, including his Residential Unit, in good, clean and attractive condition and repair, subject to this Declaration and the Rules and Regulations, and in a manner which is consistent with the Community-Wide Standard. Such maintenance shall include, without limitation, prompt removal of all litter, trash, refuse and waste; reasonable maintenance, repair and replacement of all his Improvements and all exterior portions of his Residential Unit; tree and shrub pruning; watering of landscaped areas; keeping lawn and gardening areas alive, and in attractive condition; keeping driveways in good repair; and complying with all governmental health, building and safety ordinances.

In the event the Board of Directors determines that (i) any Owner has failed or refused to properly discharge his obligations under this Section 2, or (ii) the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused by the willful or negligent act of an Owner or his family members, tenants, guests, licensees or invitees, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement, at such Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary and shall give the Owner ten (10) days within which to complete such maintenance, repair or replacement, or, in the event such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work within such ten (10) day period and to complete such work within a reasonable time. If an Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement at the sole cost and expense of the Owner, and all costs and expenses incurred by the Association shall become part of the assessment for which such Owner is personally liable and shall become a lien against such Owner's Lot.

C. INSURANCE AND CASUALTY OR LIABILITY LOSSES.

Section 1. Insurance. The Board of Directors shall have the authority to obtain insurance for some or all of the insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance should be in an amount sufficient to cover the full cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, members and agents. The public liability insurance shall have coverage in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage and Two Million Dollars (\$2,000,000.00) of aggregate coverage. The cost of all such insurance coverage shall be a part of the Common Expenses of the Association. Each insurance policy may contain a reasonable deductible, which shall be paid by the Association.

All such insurance coverage obtained by the Association shall be written in the name of the Association for the benefit of all Owners. The Board shall use reasonable efforts to obtain policies written by

a company licensed to do business in Georgia, having at least a B+ rating as established by A.M. Best Company, Inc. or the most nearly equivalent rating. All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement, if reasonably available. The Board of Directors shall use reasonable efforts to secure insurance policies that provide a waiver of subrogation by the insurer as to any claims against the Board of Directors, the Owners and their respective family, tenants, guests, invitees, licensees, and agents and a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association.

In addition to other insurance required by this Section, the Board shall obtain, as a Common Expense, workers compensation insurance, if and to the extent necessary, and a fidelity policy or bond on officers, directors, employees and other persons handling or responsible for the Association's funds. The amount of all such coverage shall be determined by the Board of Directors, using its best business judgment.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed in payment of any repair or reconstruction covered by such insurance and required to be made hereunder. Unused proceeds shall be retained by and for the benefit of the Association.

Section 3. Damage and Destruction.

(a) Immediately after any Common Area is damaged or destroyed by fire or other casualty, the Board of Directors shall proceed with the filing and adjustment of all claims arising under any available insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction means repairing and restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Declarant and, after the Conversion Date, at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If reliable and detailed estimates of the cost of the repair or reconstruction or if the amount of insurance proceeds available as a result of such damage or destruction is not available within such sixty (60) day period, then the period shall be extended until such information shall be made available. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the Common Area affected by such damage or destruction shall be restored to its natural state and maintained as an undeveloped portion of the Common Area.

Section 4. Insufficient Insurance Proceeds. If the damage or destruction for which the insurance proceeds are paid are not sufficient to defray the cost of the required repair or reconstruction, and if the Board determines that the funds in the capital reserve accounts are not sufficient to cover such insurance deficiency, then the Board of Directors shall, without the necessity of a vote of the Owners, levy a special assessment against all Owners, calculated according to their assessment obligation, or a specific assessment against Owners of certain Lots as provided in Section 5 of Article VIII hereof, and such assessment shall be used to complete the required repair or reconstruction.

Section 5. Damage to Lots. By virtue of taking title to a Lot, each Owner covenants and agrees to carry or caused to be carried all risk casualty insurance on all Improvements constructed or placed on his Lot. Each Owner further covenants and agrees that in the event of a partial loss, damage or destruction resulting in less than total destruction of any Improvement located on any Lot, such Owner shall promptly proceed to repair or reconstruct the damage in a manner consistent with the aesthetic

appearance and quality of the original construction and with the Community-Wide Standards. In the event that any Improvement is totally destroyed or rendered uninhabitable or unusable, the Owner shall repair or rebuild such Improvement to substantially the same condition as it existed prior to such damage and in accordance with all applicable standards, restrictions and provisions of this Declaration and all applicable zoning, subdivision, building and other governmental regulations. All such repair and reconstruction shall be commenced promptly following such damage and shall be carried through diligently to conclusion within a reasonable time. If all or any part of the Common Area shall be taken (or conveyed in lieu of and under the threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, for the benefit of all of the Owners. If the taking involves a portion of the Common Area on which improvements have been constructed and that the taking occurs prior to the Conversion Date, the Declarant shall have the right, in its sole discretion, to decide whether the Association shall restore or replace such improvements on the remaining Common Area. If the taking involves a portion of the Common Area on which improvements have been constructed and such taking occurs after the Conversion Date, then the Association shall, if possible, restore or replace such improvements so taken on the remaining Common Area unless seventy-five percent (75%) of the Members of the Association vote at a meeting duly called not to restore or replace such improvements, and, until Buildout the Declarant likewise agrees not to restore or replace such improvements. If the improvements are to be repaired or restored, the funds received by the Association shall be disbursed in the same manner as funds are disbursed for casualty damage or destruction as provided above. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such awarded funds or remaining funds shall be deposited to the benefit of the Association.

ARTICLE VI.

Condemnation

If all or any part of the Common Area shall be taken (or conveyed in lieu of and under the threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, for the benefit of all of the Owners. If the taking involves a portion of the Common Area on which improvements have been constructed and that the taking occurs prior to the Conversion Date, the Declarant shall have the right, in its sole discretion, to decide whether the Association shall restore or replace such improvements on the remaining Common Area. If the taking involves a portion of the Common Area on which improvements have been constructed and such taking occurs after the Conversion Date, then the Association shall, if possible, restore or replace such improvements so taken on the remaining Common Area unless seventy-five percent (75%) of the Members of the Association vote at a meeting duly called not to restore or replace such improvements, and, until Buildout the Declarant likewise agrees not to restore or replace such improvements. If the improvements are to be repaired or restored, the funds received by the Association shall be disbursed in the same manner as funds are disbursed for casualty damage or destruction as provided above. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such awarded funds or remaining funds shall be deposited to the benefit of the Association.

ARTICLE VII.

Annexation of Additional Property/Withdrawal of Property

Section 1. Annexation of Additional Property. As the owner thereof or, if not the owner, with the written consent of the owner thereof, Declarant shall have the unilateral right, privilege and option from time to time until twenty (20) years after the recording of this Declaration to subject all or a part of

the Additional Property to the provisions of this Declaration and the jurisdiction of the Association by filing of record an amendment to this Declaration describing that part of the Additional Property being annexed. Any such annexation shall be effective upon the filing of record of such amendment to the Declaration, unless otherwise provided therein. Any property so annexed shall thereafter be a part of the Community and a part of the Property for all purposes under this Declaration. The Declarant may unilaterally amend this Declaration to reflect a different character of any additional property so annexed, including different development standards, building restrictions or architectural guidelines, (including, but not limited to, increasing or decreasing the size of the living area and varying the type or style of homes) and to specify any specific use restrictions or other covenants, conditions or restrictions applicable only to such annexed property. No consent or vote of the Members shall be required to annex any of the Additional Property or to approve any of the terms or provisions associated therewith. The rights reserved to Declarant to subject any of the Additional Property to this Declaration shall not impose any obligation upon Declarant to actually subject any of the Additional Property to this Declaration or the jurisdiction of the Association.

Section 2. Withdrawal of Property. So long as the Conversion Date has not yet occurred, Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent or joinder of any Person, for the purpose of removing certain portions of the Property then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community desired to be effected by the Declarant.

ARTICLE VIII

Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots in the Community, including the maintenance of real and personal property all as may be specifically authorized from time to time hereunder by the Board of Directors.

Section 2. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof, (a) general assessments as herein provided; (b) special assessments as herein provided; and (c) specific assessments against any particular Lot established pursuant to the terms of this Declaration. All such assessments, together with late charges set by the Board, simple interest at the rate of eighteen percent (18%) per annum, costs of collection and reasonable attorney's fees actually incurred, shall be a charge on and a continuing lien against each Lot against which each assessment is made. Each such assessment, together with the late charges, interests, court costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment became due and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, that if the Owner or grantee shall request a statement from the Association as provided in Section 13 of Article XII, such grantee and his or her successors, successors in title and assigns shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments against such Owner in excess of any amount set forth in the statement. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment for Owners who are delinquent in the payment of such assessments. Unless otherwise provided by the Board, assessments shall be paid in annual installments. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in a first Mortgage will not be liable for any unpaid assessments which accrued prior to the acquisition of title to the Lot by the first Mortgagee.

Section 3. Computation of General Assessment. It shall be the duty of the Board to prepare a budget covering the estimated Common Expenses and the cost of operating the Association during the coming year. The budget may include a capital reserve contribution in accordance with a capital budget that may be separately prepared by the Board. The Board shall cause a copy of the budget and the general assessment against each Residential Unit to be levied therefrom to be mailed to each Owner at least thirty (30) days prior to the date on which the budget will become effective. The budget and general assessment established therefrom shall be and become effective unless a written statement of disapproval executed by Members representing at least a majority of the total Association vote is delivered to the Board no later than seven (7) days prior to the effective date of the proposed budget. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined by the Board, the budget and assessments in effect for the current year shall continue for the succeeding year. For fiscal year 1999, the Board shall prepare the required budget as soon as is practical after this Declaration is recorded and the assessments due for 1999 shall commence on a date to be determined by the Board.

Section 4. Special Assessments. In addition to other assessments authorized herein, the Association may in its discretion levy special assessments against the Owners of Lots in any year for the purpose of paying the costs of unexpected maintenance, repairs or replacement of the Common Area or the cost of other unanticipated expenses, needs or obligations of the Association incurred or projected to be incurred in the performance of its obligations in this Declaration; provided that any such assessment shall have the approval of at least two-thirds (2/3) of the total Association vote and the Declarant until the Conversion Date has occurred.

Section 5. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future. The Board may specifically assess Lots for the following Association expenses, except for expenses incurred for the maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) any Common Expense benefiting less than all of the Lots shall be specifically assessed equitably among the Lots so benefited, as determined by the Board of Directors;

(b) any Common Expenses occasioned by the conduct of less than all of the Owners or their family, guests, tenants, licensees, or invitees shall be specially assessed against the Owner of such Lots whose conduct, or the conduct of such Owners' family members, guests, tenants, licensees, or invitees occasioned any such Common Expenses; or

(c) any Common Expenses significantly disproportionately benefiting all of the Lots shall be assessed equitably among all of the Lots in the Community as determined by the Board of Directors.

Section 6. Lien for Assessments. All assessments assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs of collection and attorney's fees as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances except for the lien for ad valorem taxes, the lien of any first Mortgage covering the Lot and the lien of any Mortgage recorded prior to the recording of this Declaration. The recording of this Declaration shall constitute record notice of the existence of the lien and the priority of the lien and no further recordation of any claim of lien for assessments shall be required. All Persons acquiring liens or encumbrances after this Declaration shall have been recorded shall be deemed to consent that such liens and encumbrances, except as otherwise provided herein, shall be subordinate to the lien created by this

Déclaration.

Section 7. Nonpayment of Assessments. Any assessment levied pursuant to this Declaration which is not paid within ten (10) days after it is due shall be delinquent and shall also include a late charge established by the Board of Directors, simple interest at the rate of eighteen percent (18%) per annum, all costs of collection, and reasonable attorney's fees actually incurred. Not less than ten (10) days after notice is sent by certified mail, return receipt requested, to the delinquent Owner at the address of the Lot, or at such other address designated in writing by such Owner, the lien in favor of the Association may be foreclosed by the Association by suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. The notice shall specify the amount of the assessment then due and payable together with all late charges, interest and costs of collection, including attorney's fees. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey such Lot.

Except as stated herein, no Owner may waive or otherwise exempt himself or itself from liability for the assessments provided herein, including, but not limited to, non-use of the Common Areas or abandonment of a Lot. No diminution or abatement of any assessment or setoff shall be claimed or allowed by reason of any failure of the Association or the Board to take some action or perform some function required to be taken or performed by the Association or the Board hereunder, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or with any order or directive of any governmental authority, it being acknowledged that the obligation to pay assessments is a separate and independent covenant on the part of each Owner.

Section 8. Fiscal Year. The fiscal year of the Association shall begin on January 1 of each year and shall end on December 31 of the same year.

Section 9. Budget Deficit Prior to Conversion Date. Until the Conversion Date and in lieu of all assessments otherwise due on Lots owned by Declarant, affiliates of Declarant or Builders, Declarant may elect to loan to the Association, at a reasonable rate of interest, the difference between the amount of the assessments assessed against all Lots each fiscal year and the amount of actual expenditures required to operate the Association during each fiscal year exclusive of any capital reserve contributions made by the Association. In the event Declarant elects to make a loan to the Association to cover any such budget deficit incurred during a fiscal year, the loan by Declarant shall be in full satisfaction of and in lieu of payment of any assessment otherwise due from Declarant, affiliates of Declarant or Builders, regardless of whether the amount of such deficit is less than or equal to the assessments otherwise due by such parties.

Section 10. Commencement of Assessments. All assessments shall commence as to all Lots on the 30th calendar day after the subdivision of the Lot pursuant to Section 3 of Article II above; provided that neither the Declarant, nor affiliates of Declarant nor any Builder shall be obligated to pay any assessment levied against a Lot owned by Declarant, affiliates of Declarant or any Builder pursuant to this Declaration unless and until a Residential Unit is constructed on said Lot and the Residential Unit is occupied and all loans, together with interest thereon, from Declarant to the Association have been paid in full; and, provided, further that assessments as to Lots which comprise the Property as of the date this Declaration is recorded shall commence as of the recordation date of this Declaration.

ARTICLE IX.

Architectural Standards

Section 1. Creation of the Architectural Review Committee. The Declarant shall establish and maintain an Architectural Review Committee ("ARC") consisting of at least three (3) and no more than five

(5) members. Until Buildout, Declarant shall appoint and remove, with or without cause all members of the ARC. After Buildout, the Board shall have the exclusive right and authority at any time, and from time to time, to appoint and remove members of the ARC with or without cause.

Section 2. Function of ARC. No Improvements shall be erected, constructed, placed, altered, remodeled, maintained or permitted to remain on any portion of the Property, including on any Lot, until plans and specifications, in such form and detail as the ARC may deem necessary, shall have been submitted to the ARC and approved by it in writing. The ARC shall have the authority to select and employ professional consultants to assist it in discharging its duties and the cost of such consultants, together with a reasonable fee to cover the administrative expense of the ARC, shall be paid by the Owner of any Lot for which plans and specifications have been submitted for approval. In addition, the ARC shall have the right to charge the Owner of any Lot a reasonable fee to cover any excessive wear and tear to the Common Area that the ARC, in its sole discretion, decides could occur as a result of work performed pursuant to any submitted plans and a deposit which shall become property of the Association in the event such Owner violates the Declaration, the Bylaws or the Rules and Regulations in connection with the work performed pursuant to any submitted plans.

Section 3. Modifications Committee. Prior to Buildout, the Declarant, in its sole discretion, may form a modifications committee of not less than three (3) nor more than five (5) members (hereinafter "Modifications Committee"), who shall be members of the Association. The Modifications Committee shall have the authority of the ARC, and the ARC shall relinquish such authority, concerning the erection, construction, placement, alteration, remodeling or maintenance of any Improvement on any Lot after the construction of the initial Residential Unit thereon. Declarant shall evidence the formation of a Modifications Committee by filing of record with the Clerk of the Superior Court of Rabun County, Georgia a written notice that Modifications Committee for the Association has been formed. The Modifications Committee shall be governed by and act consistent with all of the rights, obligations, terms, provisions and guidelines concerning and applicable to the ARC as set forth in this Article. After Buildout, the Modifications Committee shall automatically terminate and cease to exist, and all of the rights and powers granted to the Modifications Committee hereunder shall automatically revert to the ARC.

Section 4. Plans and Specifications.

(a) The ARC shall have the right to approve any submitted plans or specifications that are in compliance with this Declaration if the ARC reasonably determines that such plans and specifications are consistent with the Community-Wide Standards considering among other things, the following: (i) architectural character and nature, shape, color, size, material, location and kind of all proposed Improvements, taking in consideration the aesthetic quality of any Residential Unit with respect to height, form, proportion, volume, siting and exterior materials; (ii) adequacy of lot dimensions for proposed Improvements; (iii) conformity and harmony of exterior design with neighboring Lots and Improvements; (iv) relation of topography, grade and finished ground elevations to that of neighboring Lots and Improvements; (v) screening of mechanical and other installations; (vi) functional appropriateness with respect to vehicle handling, siting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other Lots), drainage, utility service systems and lighting; (vii) extent and quality of landscaped areas; or (viii) compliance with the Community-Wide Standard. Notwithstanding anything herein to the contrary, Residential Units must contain at least two thousand (2000) square feet of heated living area.

(b) Prior to the commencement of work on Improvements on any Lot, the Owner of such Lot shall submit detailed information in writing regarding the proposed Improvements including site plans and a full set of final drawings and specifications (which shall be sealed and certified by duly licensed architect or engineer if so required by the ARC) (hereinafter the "Plans"), showing or stating all aspects of the

proposed Improvements or modifications or alterations thereto including but not limited the following: (i) location of all structures, street rights-of-way and setback lines; (ii) location of all walks, driveways and curb lines; (iii) all landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and material, and existing trees and limits of clearing and grading; (iv) location, height, intensity and fixture type of all exterior lighting; (v) location, size and type of all fencing; (vi) architectural floor plans, elevation, wall sections and details of the Residential Unit; (vii) building material and color information, including samples if requested; and (viii) size and square footage and height of the Residential Unit or all other Improvements.

(c) Should the ARC fail either to approve or disapprove the Plans within thirty (30) days after submission in accordance with the terms of this Declaration, it shall be conclusively presumed that the ARC has approved the Plans. Approval of any Plans with regard to a Lot shall not be deemed to be a waiver of the ARC's right, in its discretion, to disapprove similar plans and specifications, or any features or elements included therein, for any other Lot.

(d) If the approved work has not commenced within one (1) year from the date the Plans are approved, then the approval given pursuant to this Article shall be deemed to be automatically revoked by the ARC, unless the ARC extends the time for commencing work. In any event, all work covered by such approval shall be completed within eighteen (18) months of the commencement thereof, except for such period of time as completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical material shortages or other intervening forces beyond the control of the Owner, unless the ARC extends the time for completion.

Section 5. Release of Liability. Each Owner hereby releases the Association, the Board of Directors, the ARC, the Declarant and the Modifications Committee, if and when formed, from any and all liability for (i) any defects in any plans and specifications submitted, revised or approved pursuant to the terms of this Declaration, (ii) any loss or damage to any Person arising out of the approval or disapproval of any such plans and specifications, (iii) any loss or damage arising from the noncompliance with such plans and specifications or any governmental ordinance or regulation, or (iv) any defects in work undertaken pursuant to such plans and specifications, regardless of whether such claim arises by reason of mistake in judgment, negligence or nonfeasance.

Section 6. Compliance with Law. All Improvements, including Residential Units, constructed, erected, placed, altered, remodeled, maintained or permitted on any Lot shall comply with any and all applicable federal, state, county and municipal zoning and building restrictions, including, but not limited to, grading, clearing, construction of impervious surfaces, building and other construction rules and regulations.

Section 7. Inspection. The ARC, or its designee, shall have the right during reasonable business hours to enter upon and inspect any Lot or Improvement to determine whether the approved Plans are being followed or adhered to. If the ARC shall determine that such Plans have not been approved or that the Plans are not being followed or adhered to, the ARC may in its discretion give the Owner of such Lot written notice of such violation. If such violation is not corrected within a reasonable time as determined by the ARC, the Board of Directors shall have the right to stop further work and/or require the removal or correction of any work in place that does not comply with the approved Plans, applicable building codes or this Declaration and to take such other action as may be allowed under this Declaration, the Bylaws or under applicable law. The ARC shall have the right to charge an inspection fee established by the ARC to cover its administrative costs and expenses.

Section 8. Interior Alterations. No Owner shall make any alterations or improvements to the interior of a Residential Unit on his Lot, remove any portion thereof, make any additions thereto, or do any thing that would change the exterior appearance of such Improvements without first submitting plans and

specifications therefore and obtaining the written consent of the ARC pursuant to this Article. Any other interior alteration of any Improvement may be made by the Owner without first obtaining the approval of the ARC. The ARC shall have the right to charge the Owner of any Lot a reasonable fee to cover any excessive wear and tear to the Common Area that the ARC, in its sole discretion, decides could occur as a result of work performed and materials delivered in connection with any interior alteration of a Residential Unit.

ARTICLE X.

Mortgagee Provisions

The following provisions are for the benefit of the holders of First Mortgages on Lots in the Community. To the extent applicable, necessary or proper, the provisions of this Article shall apply to both this Declaration and to the bylaws.

Section 1. Notice of Action. An institutional holder, insurer or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and identify specifically the Lot encumbered by the first Mortgage, thereby becoming an "eligible holder") will be entitled to timely written notice of: (a) any condemnation loss or casualty loss which affects a material portion of the Community or which affects a portion of the Lot on which there is a first Mortgage held, insured or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the first Mortgage of the eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, the Association may, without request from such eligible holder, provide notice of such delinquency to such first Mortgage; (c) any lapse, cancellation or material modification of any insurance policy maintained by the Association; or (d) any proposed action which, under applicable law, would require the consent of eligible holders.

Section 2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other Person a priority over any rights of the first Mortgagee on a Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 3. Notices to Association. Upon request, each Owner shall be obligated to furnish the Association with the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days after receipt of the Association's request.

ARTICLE XI

Use Restrictions

Section 1. General. This Article sets out certain use restrictions which must be complied with by all Owners and their respective families, tenants, guests, licensees and invitees. In addition, the Board may from time to time, without the consent of the Owners, adopt, modify or delete Rules and Regulations applicable to the Community as permitted under this Declaration.

Section 2. Residential Use. Except for development, sale and marketing activities carried on by

the Declarant, affiliates of Declarant and Builders, each Lot shall be used for residential purposes only. No trade or business of any kind may be conducted in or from a Lot, except for business use ancillary to a primary residential use so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Residential Unit; (b) the business activity does not involve Persons coming onto the Lots who do not reside in the Community or door-to-door solicitation of Owners of Lots; (c) the business activity conforms to all zoning requirements for the Lot; and (d) the business activities are consistent with the residential character of the Community and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other Owners of Lots, as may be determined in the sole discretion of the Board of Directors.

Section 3. Play Equipment. Playhouses, treehouses, basketball goals, trampolines, hammocks, play structures and other recreational equipment constitute Improvements and are therefore subject to review and approval by the ARC in accordance with Article IX of this Declaration.

Section 4. Temporary Structures. Other than temporary structures as might be installed by Declarant, affiliates of Declarant or a Builder, with the Declarant's consent, no structure of a temporary character, whether a trailer, tent, shack, garage, barn or other out building, shall be permitted, maintained or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently.

Section 5. Signs. Except for signs, billboards, posters and advertising devices placed in the Community by Declarant, affiliates of Declarant or a Builder, with the Declarant's consent, no signs, including "For Sale" signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or on the Common Area without the express written consent of the Board of Directors. Notwithstanding the foregoing, the Owner of each Lot may place one "For Sale" or "For Rent" sign on his Lot; provided, however, the ARC has the right to regulate the size and design of the sign to ensure consistency with the Community-Wide Standard. Declarant hereby reserves the right to construct and maintain such signs, billboard and advertising as is determined by Declarant to be necessary in connection with the development, marketing and sale of Lots in the Community.

Section 6. Nuisance. It shall be the responsibility of each Owner and occupant of a Lot to prevent the development of any unclean, unhealthy, unsightly or unkept condition on his Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing which will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Owners and occupants of surrounding Lots. No obnoxious or offensive activity shall be carried on within the Community, nor shall any thing be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person on any Lot or the Common Area. Without limiting the generality of the foregoing, no horn, speaker, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Residential Unit. Any siren or device for security purposes shall contain a device, which causes it to automatically shut-off within a reasonable time after sounding.

Section 7. Animals and Pets. No animals, pets, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other usual household pets may be kept by an Owner on his respective Lot provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or unreasonably disturb Owners of Lots within the Community. The Board of Directors shall have the right to adopt reasonable Rules and Regulations governing animals and pets kept by Owners of Lots in the Community, including the right to prohibit animals of a certain size, weight or type. No structure for the care, housing or confinement of any pet or animal shall be constructed or maintained on any part of the Common Area, and any such structures maintained on a Lot must be approved by the ARC

pursuant to Article IX of this Declaration. Pets and animals shall be on a leash at all times when walked or exercised in any portion of the Community, except on the Owner's Lot. No pet or animal shall be permitted to leave its excrement on any portion of the Common Area or on any Lot not owned by the Owner of the animal or pet and the Owner of such animal or pet shall immediately remove such excrement. In the event an animal or pet is deemed by the Board of Directors to be a nuisance or to be kept in violation of this Declaration, the Board of Directors shall have the right to require the Owner of such animal or pet to remove such animal or pet from the Community. The animal control authority shall be permitted to enter the Community to patrol and remove all pets and animals which are in violation of such animal control regulations or this Declaration. All animals and pets shall be registered, licensed and inoculated as required by law.

Section 8. Garbage Cans, Wood Piles, etc. All garbage cans, wood piles, and related equipment and other similar items shall be located or screened so as to be concealed from view from the streets in front of each Lot and from the Golf Course and the Common Area, except on days of trash collection. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other rubbish shall be kept in sanitary containers with covers or lids, shall be kept out of view from other Lots, the Common Area and the Golf Course and shall be discarded at the solid waste collection area. Exterior clotheslines are expressly prohibited on any Lot. The Declarant expressly reserves the right to allow Builders to dump, bury and/or burn construction debris and trees on any Lot as needed for efficient construction; otherwise, no dumping or burning of debris or trees is permitted on any Lot.

Section 9. Lighting. All permanent exterior lighting on each Lot must be submitted and approved by the ARC in accordance with Article IX, above. The Board of Directors shall have the right to adopt reasonable Rules and Regulations concerning seasonal decorative lights.

Section 10. Sight Distance at Intersections. All Lots located at any street intersection shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or landscape planting shall be placed or permitted to remain at any corner of a Lot located at any street intersection where, in the opinion of the ARC, the condition would create a traffic or sight problem for vehicles or persons entering or traveling upon these streets.

Section 11. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed, installed or maintained upon any Lot unless approved by the ARC in accordance with Article IX, above.

Section 12. Pools. No swimming or wading pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the ARC.

Section 13. Parking. All boats, buses, recreational vehicles, motorcycles, mopeds, all terrain vehicles, scooters, mini bikes, go carts, motor homes, mobile homes, trailers, campers and commercial vehicles (collectively "Specialty Vehicles") kept or maintained in the Community for periods longer than twenty-four (24) hours must be kept in an enclosed garage. All automobiles, vans and trucks, shall be parked within enclosed garages to the extent that garage space is available and, if not, such automobiles, vans and trucks shall be parked on the driveways of Lots, except as otherwise provided herein. Garages shall not be used for storage or in any manner so that they become unavailable for parking automobiles and other transportation vehicles and devices therein. No automobile, van or truck may be parked along any street without the approval of the Board. Any automobile, van, truck or Specialty Vehicle parked on the street without the approval of the Board shall be considered a nuisance and may be removed from the Community by the Board of Directors. An Owner shall be responsible for all charges incurred by the Board in connection with the removal of any Specialty Vehicle or any automobile, van or truck if owned or leased by the Owner or a family member, guest, licensee, invitee or tenant of the Owner.

Automobiles and other transportation vehicles or devices which are either dismantled, partially dismantled, inoperative, discarded or which do not have a valid license plates attached thereto must be stored within an enclosed garage. No Owner or occupant of any Lot shall repair or restore any automobile or other transportation vehicle or device of any kind upon a Lot, except within an enclosed garage or only to the extent necessary to enable its movement in the event of an emergency repair.

Section 14. Antennas or Similar Equipment. No antenna, receiver, satellite dish, equipment serving as an antenna or satellite dish, or other similar device or equipment shall be attached, placed upon or installed on any Lot, Resident Unit, or any other portion of the Property, unless installed by the Association or in accordance with this Declaration. Direct Broadcast Satellite ("DBS") dishes measuring one meter or greater in diameter are strictly prohibited as are any antennas which extend more than twelve (12) feet above any roof line. DBS dishes measuring less than one meter in diameter and antennas extending less than twelve (12) feet above roof lines are permitted, subject to the Rules and Regulations and provided the plans and specifications therefore are submitted to and approved by the ARC. No radio or television signals nor any other form of electromagnetic radiation or other signal shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Community.

Section 15. Firearms. The use of firearms within the Community is strictly prohibited. The term "firearms" includes B.B. guns, pellet guns and other firearms of all types, regardless of size, power, caliber, or gauge.

Section 16. Traffic Regulations. It is acknowledged that the streets used for ingress and egress to, from and within the Community are owned, maintained and regulated by the Association and/or Rabun County, Georgia. All vehicular traffic and other use of streets owned by the Association shall be subject to the rules and regulations established by the Association from time to time or, if no such rules and regulations are established, subject to the laws of the State of Georgia and Rabun County, Georgia. The Association is authorized to promulgate, administer and enforce Rules and Regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits, on all streets and paved areas within the Community owned by the Association. The Association shall be entitled to enforce such rules and regulations by establishing such enforcement procedures as it deems appropriate, including levying of fines for any violations thereof. Any Specialty Vehicle and any automobile, van or truck of any kind or nature which is operated within the Community shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners and occupants of Lots and in compliance with any applicable rules and regulations.

Section 17. Leasing. Residential Units may be leased for residential purposes only. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, the Bylaws and Rules and Regulations of the Association and shall also obligate such tenant to comply with those documents. Owners are responsible for the actions and conduct of their tenants and the tenants' family, guests, licensees and invitees.

Section 18. Drainage. Drainage of streets, Residential Units, Lots or driveways of Lots shall not be impaired by any Owner. No Owner shall obstruct or rechannel the drainage flow of water after location and installation of catch basins, berms, drainage areas, drainage swales, storm sewer or storm drain systems.

Section 19. Unsightly or Unkept Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkept condition from existing on or within his Lot and Residential Unit. Any item such as outside patio furniture or other articles that can be viewed from the streets within the Community, Common Area, or other Lots shall be maintained in a neat and attractive condition as determined by the Board. The pursuit of hobbies or other activities, including, but not limited to, assembly,

disassembly and repair of motor vehicles or other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions shall not be pursued or undertaken on any part of the Community other than in an enclosed garage.

Section 20. Fences. No fence may be installed or constructed on any Lot without the prior written approval of the ARC in accordance with Article IX, above. Under no circumstances may any fence be installed on any Lot adjacent to the Golf Course if it will violate Section 11 of Article III.

Section 21. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted in the Community except within a Residential Unit. Exterior sculptures, fountains, flags and similar items must be approved by the ARC in accordance with Article IX, above.

Section 22. Tree Removal. From and after the date this Declaration is recorded, no tree on any Lot which abuts or is otherwise contiguous to the Golf Course property or the Club property may be removed within a fifty (50) foot area measured from the boundary line of each such Lot as separates such Lot from the Golf Course property or the Club property to a line running parallel thereto and being located fifty (50) feet into the interior of each such Lot. After completion of construction of a Residential Unit on a Lot, no trees shall be removed from any Lot by an Owner, other than Declarant, affiliates of Declarant or a Builder, without the prior written consent of the ARC, except for a diseased or dead tree requiring removal for safety reasons.

Section 23. Air Conditioning Units. Except as may be permitted by the ARC, no window air conditioning units may be installed on any Improvement on any Lot.

Section 24. Mailboxes. All mailboxes and mailbox posts shall be of the same type, color and design as that originally approved by the ARC.

ARTICLE XII

General Provisions

Section 1. Enforcement. Every Owner and every occupant of any Lot, and their respective families, guests, invitees, licensees, successors and assigns, shall comply with this Declaration, the Bylaws and the Rules and Regulations of the Association, as they now exist and may be amended from time to time. Except as otherwise provided herein, the Association shall send written notice of any violation to the violating Owner, who shall have ten (10) days from the date of the notice (in the event of an emergency, as determined by the Board of Directors, only reasonable notice is required) to correct and cure the violation and comply with this Declaration, the Bylaws or the Rules and Regulations. Any lack of such compliance shall entitle the Board of Directors to impose and assess fines and other sanctions against the Owner of the Lot, which shall be collected as provided herein for the collection of assessments. Furthermore, any lack of such compliance shall authorize the Board of Directors to temporarily suspend voting rights and the rights of use of the Common Areas; provided, however, no such suspension shall deny an Owner or any occupant of a Lot access to the Lot owned or occupied. Additionally, any lack of such compliance shall authorize the Board of Directors to institute legal action against the Owner and occupant of a Lot to recover damages as a result of such party's action or for injunctive relief, or both, which action shall be maintainable by the Board of Directors on behalf of the Association or, in a proper case, by any aggrieved Owner. Failure by the Board of Directors or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors shall have the right to record in the appropriate land records a notice of violation of the Declaration, the Bylaws, or the Rules and Regulations, and assess the cost of the recording and removing of such notice against the Owner responsible for the violation of such documents.

Section 2. Self Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon any portion of the Property, including Lots, to abate or remove, using such force as may be reasonably necessary, any Improvement, thing or condition which violates this Declaration, the Bylaws, or the Rules and Regulations. The Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help (except in the event of an emergency, as determined by the Board of Directors in which event only reasonable notice is required). All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Duration. The provisions of this Declaration shall run with and bind the Property and shall be and remain in effect for a period of twenty (20) years after the date that the Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of twenty (20) years, unless such extension is disapproved in writing by Members representing greater than a Majority of the total Association vote. A written instrument reflecting such disapproval, if disapproved, must be recorded within two (2) years immediately preceding the beginning of each twenty (20) year renewal period. Every purchaser or grantee of any interest in the Property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment Unilaterally by Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable a reputable title insurance company to issue title insurance coverage with respect to any portion of the Property subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including for example the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any portion of the Property subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on any portion of the Property subject to this Declaration; provided, however, no such amendment shall adversely affect the title to any Owner's Lot unless such Owner shall consent thereto in writing. Further, until Buildout, Declarant shall unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially and adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to the Lot of any Owner without the consent of the affected Owner. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Members representing a majority of the total Association vote and, until Buildout, with the written consent of the Declarant.

Amendments to the Declaration shall become effective upon recordation, unless a later effective date is specified therein. Until Buildout, no provision of this Declaration which reserves or grants rights, privileges, easements or any authority to the Declarant shall be amended without the prior written consent of the Declarant. Any procedural challenge to an amendment must be made within two (2) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Section 5. Partition. The Common Area shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of every Owner, together with the written consent of all holders of Mortgages encumbering the Property and, until Buildout, the written consent of the Declarant. No Lot may be subdivided, partitioned or replatted except by Declarant.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid. If the application of any provision of this Declaration shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

Section 7. Captions. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Indemnification. In accordance with Section 14-3-850, et seq., of the Georgia Nonprofit Corporation Code, the Association shall indemnify every Person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the name of the Association), by reason of the fact that such Person is or was serving as a director or officer of the Association, against any and all expenses, including attorney's fees, imposed upon or reasonably incurred in connection with any action, suit or proceeding, if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the person is proper under the circumstances.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be liable as Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is available at reasonable cost, as determined in the sole discretion of the Board.

Section 10. Books and Records. This Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations, design guidelines, membership register, books of account, and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any First Mortgage, at their expense, at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a First Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

The Board shall establish reasonable rules with respect to:

- (a) notice to be given to the custodian of the records;
- (b) hours and days of the week when such an inspection may be made; and
- (c) payment of the cost of reproducing copies of documents.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a reasonable number of extra copies of documents at the expense of the Association.

Section 11. Financial Statements. Financial statements reflecting the accounts of the Association shall be compiled annually in such a manner as the Board may decide; provided, however, after having received the Board's financial statements at the annual meeting, the Members representing a majority of the total Association vote and, until Buildout, with the consent of the Declarant, may require that financial statements of the Association be audited as an Association expense by a certified public accountant. Upon written request of an institutional holder of a First Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive financial statements within ninety (90) days of the date of the request.

Section 12. Notice of Purchase. Upon acquisition of an interest in the Property, the acquiring Owner shall notify the Board in writing of the name of the acquiring Owner and such other information as the Board may reasonably require.

Section 13. Estoppel Statements. Any Owner, Mortgagee of a Lot, person having executed a contract for the purchase of a Lot or a lender considering the loan of funds to be secured by a Lot shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of the assessments past due and unpaid together with late charges and interest applicable thereto against that Lot. Such request shall be in writing, shall be delivered to the registered office of the Association and shall state an address to which the statement is to be directed. The failure of the Association, within five (5) business days from the receipt of such request, to mail or otherwise furnish such statement regarding amounts due and payable to such address as may be specified in the written request therefore shall cause the lien for assessments created by this Declaration to be extinguished and of no further force or effect. The information specified in such statement shall be binding upon the Association and every Lot Owner. The Association may require the advance payment of a processing fee not to exceed Ten Dollars (\$10.00) for the issuance of each such statement.

Section 14. Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community, except that no such agreements shall be binding as to Declarant until Buildout without the written consent of Declarant.

Section 15. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations and every other right or privilege reasonably to be implied from the existence of any such right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 16. Conflict. In the event of a conflict between the provisions of this Declaration and the provisions of Georgia law, then to the extent that the provisions of Georgia law cannot be waived by agreement, Georgia law shall control. In the event of a conflict between the provisions of the Declaration, the Bylaws or the Rules and Regulations of the Association, the provisions of the Declaration, Bylaws and Rules and Regulations shall, in that order, control.

Section 17. SECURITY. ALL OWNERS, MEMBERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT,

THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARC DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, MEMBER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS AND ARC ARE NOT INSURERS AND THAT EACH OWNER, MEMBER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND ARC HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

Section 18. Gender and Grammar. The singular whenever used herein shall be construed to mean and include the plural, when applicable, and vice versa, and the use of the masculine or neuter pronoun shall include the feminine, when applicable, and vice versa.

Section 19. Variances. Notwithstanding anything herein to the contrary, until Buildout, the Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration, except the provisions concerning assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the day and year first above written.

LAKE BURTON DEVELOPMENT, LLC, a
Georgia limited liability company

By: J. T. William, Jr.
J.T. William, Jr., President

[CORORATE SEAL]

Signed, sealed and delivered in the
presence of:

Charles J. Spivey
Witness

Robert J. Spivey
Notary Public

My Commission Expires: 11/29/02

[NOTARY SEAL]

LAKE BURTON DOCUMENT DECLARATION

EXHIBIT 'A'

Description of Unit 1

All that tract or parcel of land lying and being in Land Lot 91 of the 5th District and Land Lots 6 and 15, of the 1st District of Rabun County, Georgia, and being designated as Unit One of Waterfall at Lake Burton, containing 65.9 acres more or less, as more particularly described upon that certain plat of survey dated April 13, 1999, by Leonida J. Sears, III, Georgia Registered Land Surveyor No. 2628, said plat being recorded in Plat Book 42, pages 222-226, clerk's office, Rabun Superior Court, reference to said plat being for the express purpose of incorporating its description herein.

EXHIBIT 'B'

Additional Property

All of that tract or parcel of land owned or hereafter acquired by Lake Burton Development, L.L.C., its successors, heirs and assigns, lying and being in Land Lot 91 of the 5th District and Land Lots 5, 6 and 15 of the 1st District of Rabun County, Georgia, and being, designated as Waterfall at Lake Burton.

Waterfall Country Club
Tract 1

All that tract or parcel of land lying and being in Land Lot 6, 1st District & Land Lot 91, 5th District Rabun County, Georgia and being more particularly described as follows:

COMMENCING at the intersection of land lot line common to land lots 90 & 91, 5th district and the eastern right-of-way of U.S. 76 having a variable width. Thence running northerly along the aforementioned right-of-way a distance of 212.69 feet to the POINT OF BEGINNING. Thence continuing along said right-of-way along a curve to the left having an Arc length of 1.59 feet with a radius of 577.46 feet with a chord distance of 1.59 feet with a chord bearing of South 74°04'26" West; thence South 73°59'43" West a distance of 336.75 feet to a point; thence South 16°00'17" East a distance of 20.00 feet to a point; thence along a curve to the right having an Arc length of 470.60 feet with a radius of 1065. feet with a chord distance of 466.79 feet with a chord bearing of South 86°38'35" West; thence North 80°42'33" West a distance of 116.11 feet to a point; thence leaving said right-of-way and running along the eastern right-of-way of Waterfall Drive (R/W Varies) along a curve to the right having an Arc length of 60.84 feet with a radius of 120.00 feet with a chord distance of 60.19 feet with a chord bearing of North 73°07'15" East; thence along a curve to the left having an Arc length of 166.61 feet with a radius of 95.00 feet with a chord distance of 146.06 feet with a chord bearing of North 37°24'08" East; thence leaving said right-of-way and running along the southern right-of-way of Magnolia Place (40' R/W) along a curve to the right having an Arc length of 33.07 feet with a radius of 20.00 feet with a chord distance of 29.43 feet with a chord bearing of North 34°32'04" East; thence along a curve to the left having an Arc length of 654.85 feet with a radius of 1520. feet with a chord distance of 649.80 feet with a chord bearing of North 69°34'00" East; thence along a curve to the left having an Arc length of 33.06 feet with a radius of 420.00 feet with a chord distance of 33.05 feet with a chord bearing of North 54°58'10" East; thence along a curve to the right having an Arc length of 24.73 feet with a radius of 30.00 feet with a chord distance of 24.03 feet with a chord bearing of North 76°19'30" East; thence along a curve to the left having an Arc length of 16.56 feet with a radius of 50.00 feet with a chord distance of 16.48 feet with a chord bearing of South 89°33'06" East; thence leaving said right-of-way South 23°19'38" East a distance of 89.89 feet to a point; thence South 12°20'00" East a distance of 72.44 feet to a point; thence South 04°24'53" East a distance of 135.13 feet to the POINT OF BEGINNING, containing 4.37 Acres more or less.

Exhibit "C"
Page 1 of 9

Waterfall Country Club
Tract 2

All that tract or parcel of land lying and being in Land Lot 6, 1st District Rabun County, Georgia and being more particularly described as follows:

COMMENCING at the intersection of land lot line common to land lots 90 & 91, 5th district and the eastern right-of-way of U.S. 76 having a variable width. Thence running north along land lot line North 00°54'59" West a distance of 646.26 feet to the POINT OF BEGINNING. Thence North 86°52'26" West a distance of 131.42 feet to a point; thence South 19°17'22" West a distance of 196.05 feet to a point; thence South 17°16'32" West a distance of 87.49 feet to a point; thence along a curve to the left having an Arc length of 47.83 feet with a radius of 50.00 feet with a chord distance of 46.03 feet with a chord bearing of North 87°48'11" West; thence North 27°25'25" West a distance of 57.95 feet to a point; thence North 01°24'36" West a distance of 185.11 feet to a point; thence South 88°50'57" West a distance of 94.21 feet to a point; thence South 35°27'09" West a distance of 180.32 feet to a point; thence South 35°27'09" West a distance of 204.80 feet to a point; thence South 24°58'34" East a distance of 140.52 feet to a point; thence along a curve to the right having an Arc length of 388.49 feet with a radius of 1480. feet with a chord distance of 387.37 feet with a chord bearing of South 74°49'15" West; thence South 82°20'27" West a distance of 9.64 feet to a point; thence along a curve to the right having an Arc length of 23.87 feet with a radius of 20.00 feet with a chord distance of 22.48 feet with a chord bearing of North 63°27'56" West; thence North 29°16'18" West a distance of 63.93 feet to a point; thence along a curve to the right having an Arc length of 58.94 feet with a radius of 180.00 feet with a chord distance of 58.67 feet with a chord bearing of North 19°53'30" West; thence North 74°24'54" East a distance of 135.66 feet to a point; thence North 09°48'51" East a distance of 135.51 feet to a point; thence North 09°48'51" East a distance of 73.25 feet to a point; thence North 29°19'22" East a distance of 73.74 feet to a point; thence North 29°19'22" East a distance of 152.08 feet to a point; thence North 29°19'22" East a distance of 162.45 feet to a point; thence North 29°19'22" East a distance of 147.32 feet to a point; thence North 05°03'57" West a distance of 14.41 feet to a point; thence North 05°03'57" West a distance of 221.45 feet to a point; thence North 76°46'25" West a distance of 135.59 feet to a point; thence North 25°31'51" East a distance of 133.95 feet to a point; thence South 64°28'09" East a distance of 150.00 feet to a point; thence North 25°31'51" East a distance of 220.05 feet to a point; thence North 51°51'10" East a distance of 224.77 feet to a point; thence North 24°14'40" East a distance of 217.36 feet to a point; thence North 89°03'57" East a distance of 164.48 feet to a point; thence North 88°35'27" East a distance of 37.61 feet to a point; thence South 09°02'46" East a distance of 35.95 feet to a point; thence South 05°30'15" East a distance of 38.57 feet to a point; thence South 00°24'49" East a distance of 107.68 feet to a point; thence South 08°35'09" East a distance of 80.46 feet to a point; thence South 05°55'42" East a distance of 31.04 feet to a point; thence South 01°50'37" West a distance of 35.77 feet to a point; thence South 06°18'03" West a distance of 86.46 feet to a point; thence South 11°57'42" West a distance of 76.76 feet to a point; thence South 11°36'44" West a distance of 131.24 feet to a point; thence South 00°54'59" East a distance of 505.35 feet to the POINT OF BEGINNING, containing 18.26 Acres more or less.

EXHIBIT "C"
2000-2-5-9

Waterfall Country Club
Tract 3

All that tract or parcel of land lying and being in Land Lot 6, 1st District & Land Lot 91, 5th District Rabun County, Georgia and being more particularly described as follows:

COMMENCING at the intersection of land lot line common to land lots 90 & 91, 5th district and the eastern right-of-way of U.S. 76 having a variable width. Thence running northerly along the aforementioned right-of-way a distance of 1,252.93 feet to the POINT OF BEGINNING. thence continuing along said right-of-way North 80°42'33" West a distance of 928.68 feet to a point; thence North 09°17'27" East a distance of 20.00 feet to a point; thence along a curve to the right having an Arc length of 301.15 feet with a radius of 472.96 feet with a chord distance of 296.09 feet with a chord bearing of North 62°29'18" West; thence leaving said right-of-way North 82°57'57" East a distance of 835.56 feet to a point; thence North 35°33'47" East a distance of 474.05 feet to a point; thence North 54°26'13" West a distance of 117.89 feet to a point; thence along a curve to the left having an Arc length of 81.42 feet with a radius of 65.00 feet with a chord distance of 76.20 feet with a chord bearing of North 67°03'22" East; thence North 31°10'09" East a distance of 34.17 feet to a point; thence along a curve to the right having an Arc length of 155.93 feet with a radius of 480.00 feet with a chord distance of 155.24 feet with a chord bearing of North 40°28'32" East; thence North 49°46'54" East a distance of 52.50 feet to a point; thence along a curve to the right having an Arc length of 84.40 feet with a radius of 105.00 feet with a chord distance of 82.15 feet with a chord bearing of North 72°48'34" East; thence South 84°09'47" East a distance of 36.66 feet to a point; thence along a curve to the right having an Arc length of 141.34 feet with a radius of 81.00 feet with a chord distance of 124.08 feet with a chord bearing of South 34°10'28" East; thence South 15°48'50" West a distance of 126.12 feet to a point; thence along a curve to the right having an Arc length of 192.46 feet with a radius of 780.00 feet with a chord distance of 191.97 feet with a chord bearing of South 22°52'57" West; thence South 29°57'04" West a distance of 16.68 feet to a point; thence along a curve to the left having an Arc length of 184.74 feet with a radius of 285.00 feet with a chord distance of 181.52 feet with a chord bearing of South 11°22'52" West; thence South 07°11'20" East a distance of 197.26 feet to a point; thence along a curve to the left having an Arc length of 84.79 feet with a radius of 220.00 feet with a chord distance of 84.27 feet with a chord bearing of South 18°13'49" East; thence South 29°16'18" East a distance of 96.88 feet to a point; thence along a curve to the right having an Arc length of 27.53 feet with a radius of 60.00 feet with a chord distance of 27.29 feet with a chord bearing of South 16°07'33" East; thence along a curve to the right having an Arc length of 79.62 feet with a radius of 50.00 feet with a chord distance of 71.47 feet with a chord bearing of South 42°38'13" West; thence along a curve to the left having an Arc length of 88.19 feet with a radius of 180.00 feet with a chord distance of 87.31 feet with a chord bearing of South 74°13'06" West; thence South 60°10'58" West a distance of 77.19 feet to the POINT OF BEGINNING, containing 13.21 Acres more or less.

Waterfall Country Club
Tract 4

All that tract or parcel of land lying and being in Land Lot 6, 1st District Rabun County, Georgia and being more particularly described as follows:

COMMENCING at the intersection of land lot line common to land lots 90 & 91, 5th district and the eastern right-of-way of U.S. 76 having a variable width. Thence along a tie line North 42°58'13" West a distance of 1,340.88 feet to the POINT OF BEGINNING. Thence along a curve to the left having an Arc length of 104.17 feet with a radius of 121.00 feet with a chord distance of 100.98 feet with a chord bearing of North 59°30'03" West; thence North 84°09'47" West a distance of 36.66 feet to a point; thence along a curve to the left having an Arc length of 78.35 feet with a radius of 145.00 feet with a chord distance of 77.40 feet with a chord bearing of South 80°21'26" West; thence North 08°03'00" East a distance of 100.30 feet to a point; thence North 08°03'00" East a distance of 143.71 feet to a point; thence North 81°57'00" West a distance of 285.15 feet to a point; thence along a curve to the right having an Arc length of 101.77 feet with a radius of 115.00 feet with a chord distance of 98.49 feet with a chord bearing of North 06°01'11" West; thence North 19°20'00" East a distance of 143.74 feet to a point; thence along a curve to the right having an Arc length of 110.89 feet with a radius of 105.00 feet with a chord distance of 105.81 feet with a chord bearing of North 49°35'22" East; thence North 79°50'44" East a distance of 57.34 feet to a point; thence along a curve to the left having an Arc length of 108.81 feet with a radius of 200.00 feet with a chord distance of 107.47 feet with a chord bearing of North 64°15'35" East; thence North 48°40'25" East a distance of 6.16 feet to a point; thence South 39°57'05" East a distance of 35.84 feet to a point; thence along a curve to the left having an Arc length of 70.32 feet with a radius of 64.01 feet with a chord distance of 66.84 feet with a chord bearing of South 71°25'24" East; thence South 37°23'21" East a distance of 438.44 feet to a point; thence South 25°31'51" West a distance of 290.13 feet to a point; thence along a curve to the right having an Arc length of 42.87 feet with a radius of 85.00 feet with a chord distance of 42.42 feet with a chord bearing of South 39°58'46" West; thence along a curve to the right having an Arc length of 31.67 feet with a radius of 20.00 feet with a chord distance of 28.46 feet with a chord bearing of North 80°12'19" West to the POINT OF BEGINNING, containing 5.55 Acres more or less.

Waterfall Country Club
Tract 5

All that tract or parcel of land lying and being in Land Lot 6, 1st District Rabun County, Georgia and being more particularly described as follows:

COMMENCING at the intersection of land lot line common to land lots 90 & 91, 5th district and the eastern right-of-way of U.S. 76 having a variable width. Thence running northerly along the aforementioned right-of-way a distance of 3,0815.54 feet to the POINT OF BEGINNING. Thence continuing along said right-of-way along a curve to the left having an Arc length of 334.42 feet with a radius of 1353. feet with a chord distance of 333.57 feet with a chord bearing of North 14°02'21" West; thence South 68°52'52" West a distance of 30.00 feet to a point; thence along a curve to the left having an Arc length of 250.79 feet with a radius of 1323. feet with a chord distance of 250.41 feet with a chord bearing of North 26°32'54" West; thence North 31°58'41" West a distance of 111.00 feet to a point; thence along a curve to the left having an Arc length of 208.25 feet with a radius of 345.00 feet with a chord distance of 205.10 feet with a chord bearing of North 49°16'13" West; thence North 66°33'46" West a distance of 215.13 feet to a point; thence along a curve to the right having an Arc length of 28.81 feet with a radius of 80.00 feet with a chord distance of 28.66 feet with a chord bearing of North 83°52'50" East; thence South 85°48'09" East a distance of 90.76 feet to a point; thence along a curve to the right having an Arc length of 14.97 feet with a radius of 80.17 feet with a chord distance of 14.95 feet with a chord bearing of South 80°26'46" East; thence South 75°25'58" East a distance of 118.37 feet to a point; thence along a curve to the right having an Arc length of 10.90 feet with a radius of 230.00 feet with a chord distance of 10.90 feet with a chord bearing of South 74°04'31" East; thence South 72°43'04" East a distance of 103.48 feet to a point; thence along a curve to the left having an Arc length of 47.22 feet with a radius of 270.00 feet with a chord distance of 47.16 feet with a chord bearing of South 77°43'40" East; thence South 82°44'16" East a distance of 37.44 feet to a point; thence South 82°44'16" East a distance of 112.16 feet to a point; thence along a curve to the left having an Arc length of 30.95 feet with a radius of 520.00 feet with a chord distance of 30.94 feet with a chord bearing of South 84°26'34" East; thence along a curve to the left having an Arc length of 16.18 feet with a radius of 520.00 feet with a chord distance of 16.18 feet with a chord bearing of South 87°02'20" East; thence along a curve to the left having an Arc length of 52.36 feet with a radius of 520.00 feet with a chord distance of 52.34 feet with a chord bearing of North 89°11'06" East; thence North 03°41'58" West a distance of 5.00 feet to a point; thence along a curve to the left having an Arc length of 61.54 feet with a radius of 515.00 feet with a chord distance of 61.51 feet with a chord bearing of North 82°52'37" East; thence North 71°27'46" East a distance of 46.80 feet to a point; thence North 71°27'46" East a distance of 88.25 feet to a point; thence along a curve to the left having an Arc length of 111.02 feet with a radius of 125.00 feet with a chord distance of 107.41 feet with a chord bearing of North 46°01'07" East; thence North 20°34'27" East a distance of 74.58 feet to a point; thence South 61°37'10" East a distance of 214.65 feet to a point; thence North 59°38'44" East a distance of 59.11 feet to a point; thence North 37°17'24" East a distance of 63.83 feet to a point; thence North 25°21'18" East a distance of 151.59 feet to a point; thence North 50°31'46" East a distance of 130.79 feet to a point; thence North 55°13'32" East a distance of 94.57 feet to a point; thence North 59°10'53" East a distance of 116.92 feet to a point; thence North 44°39'02" East a distance of 135.17 feet to a point; thence North 44°39'02" East a distance of 104.65 feet to a point; thence North 29°20'17" East a distance of 117.05 feet to a point;

EXHIBIT "C"

thence North 19°20'32" East a distance of 262.37 feet to a point; thence along a curve to the right having an Arc length of 13.80 feet with a radius of 80.00 feet with a chord distance of 13.79 feet with a chord bearing of North 69°37'08" East; thence North 74°33'42" East a distance of 95.25 feet to a point; thence along a curve to the right having an Arc length of 49.25 feet with a radius of 130.00 feet with a chord distance of 48.95 feet with a chord bearing of North 85°24'53" East; thence South 83°43'57" East a distance of 57.54 feet to a point; thence along a curve to the right having an Arc length of 114.94 feet with a radius of 130.00 feet with a chord distance of 111.23 feet with a chord bearing of South 58°24'14" East; thence South 84°43'13" West a distance of 113.90 feet to a point; thence South 12°12'17" West a distance of 146.78 feet to a point; thence South 12°12'17" West a distance of 146.78 feet to a point; thence South 12°12'17" West a distance of 125.78 feet to a point; thence South 05°16'47" East a distance of 20.03 feet to a point; thence South 21°01'55" East a distance of 48.47 feet to a point; thence South 27°32'55" East a distance of 39.90 feet to a point; thence South 52°52'29" East a distance of 105.02 feet to a point; thence South 38°37'36" East a distance of 119.00 feet to a point; thence along a curve to the right having an Arc length of 48.92 feet with a radius of 130.00 feet with a chord distance of 48.63 feet with a chord bearing of South 37°53'34" West; thence South 48°40'25" West a distance of 129.96 feet to a point; thence along a curve to the right having an Arc length of 87.05 feet with a radius of 160.00 feet with a chord distance of 85.98 feet with a chord bearing of South 64°15'35" West; thence South 79°50'44" West a distance of 57.34 feet to a point; thence along a curve to the left having an Arc length of 153.14 feet with a radius of 145.00 feet with a chord distance of 146.12 feet with a chord bearing of South 49°35'22" West; thence South 19°20'00" West a distance of 143.74 feet to a point; thence along a curve to the left having an Arc length of 137.91 feet with a radius of 155.00 feet with a chord distance of 133.41 feet with a chord bearing of South 06°09'23" East; thence along a curve to the left having an Arc length of 1.99 feet with a radius of 155.00 feet with a chord distance of 1.99 feet with a chord bearing of South 32°00'52" East; thence along a curve to the right having an Arc length of 71.43 feet with a radius of 80.00 feet with a chord distance of 69.08 feet with a chord bearing of South 06°48'14" East; thence South 18°46'30" West a distance of 111.76 feet to a point; thence along a curve to the left having an Arc length of 42.41 feet with a radius of 120.00 feet with a chord distance of 42.19 feet with a chord bearing of South 08°39'00" West; thence South 35°33'47" West a distance of 486.27 feet to a point; thence along a curve to the right having an Arc length of 57.91 feet with a radius of 70.00 feet with a chord distance of 56.28 feet with a chord bearing of South 59°15'52" West; thence South 82°57'57" West a distance of 359.09 feet to a point; thence along a curve to the right having an Arc length of 67.53 feet with a radius of 100.00 feet with a chord distance of 66.26 feet with a chord bearing of North 77°41'15" West; thence along a curve to the right having an Arc length of 124.46 feet with a radius of 170.00 feet with a chord distance of 121.70 feet with a chord bearing of North 37°22'01" West; thence North 16°23'34" West a distance of 111.45 feet to a point; thence South 74°08'06" West a distance of 258.88 feet to the POINT OF BEGINNING, containing 35.63 Acres more or less.

EXHIBIT "C"
Page 1 of 1

Waterfall Country Club
Tract 6

All that tract or parcel of land lying and being in Land Lot 6, 1st District Rabun County, Georgia and being more particularly described as follows:

COMMENCING at the land lot corner common to land lots 5, 6, 15 & 16.; thence along a tie line South 11°08'59" West a distance of 1,635.43 feet to the POINT OF BEGINNING. thence North 90°00'00" West a distance of 274.79 feet to a point; thence South 33°33'25" West a distance of 165.40 feet to a point; thence North 56°26'35" West a distance of 150.73 feet to a point; thence North 68°09'49" West a distance of 31.70 feet to a point; thence North 68°09'49" West a distance of 47.29 feet to a point; thence North 30°19'26" West a distance of 527.72 feet to a point; thence South 61°17'16" West a distance of 150.05 feet to a point; thence along a curve to the left having an Arc length of 60.32 feet with a radius of 115.00 feet with a chord distance of 59.63 feet with a chord bearing of North 77°13'57" West; thence South 87°44'29" West a distance of 72.36 feet to a point; thence along a curve to the right having an Arc length of 31.45 feet with a radius of 15.00 feet with a chord distance of 26.00 feet with a chord bearing of North 32°11'50" West; thence along a curve to the right having an Arc length of 13.51 feet with a radius of 35.00 feet with a chord distance of 13.43 feet with a chord bearing of North 38°55'22" East; thence North 49°58'53" East a distance of 68.23 feet to a point; thence along a curve to the right having an Arc length of 599.42 feet with a radius of 385.00 feet with a chord distance of 540.69 feet with a chord bearing of South 85°24'56" East; thence South 40°48'44" East a distance of 27.45 feet to a point; thence South 40°48'46" East a distance of 79.21 feet to a point; thence along a curve to the left having an Arc length of 176.52 feet with a radius of 206.27 feet with a chord distance of 171.18 feet with a chord bearing of South 65°19'42" East; thence along a curve to the left having an Arc length of 137.30 feet with a radius of 533.56 feet with a chord distance of 136.92 feet with a chord bearing of North 82°47'03" East; thence along a curve to the right having an Arc length of 157.03 feet with a radius of 129.09 feet with a chord distance of 147.52 feet with a chord bearing of South 69°44'25" East; thence along a curve to the right having an Arc length of 163.13 feet with a radius of 189.94 feet with a chord distance of 158.16 feet with a chord bearing of South 10°17'21" East; thence along a curve to the right having an Arc length of 63.32 feet with a radius of 450.57 feet with a chord distance of 63.27 feet with a chord bearing of South 18°20'27" West to the POINT OF BEGINNING, containing 6.89 Acres more or less.

Waterfall Country Club
Tract 7

All that tract or parcel of land lying and being in Land Lots 6 & 15, 1st District Rabun County, Georgia and being more particularly described as follows:

BEGINNING at the land lot corner common to land lots 5, 6, 15 & 16. Thence South 00°53'59" East a distance of 846.29 feet to a point; thence South 22°46'54" East a distance of 471.67 feet to a point; thence North 88°09'13" East a distance of 92.03 feet to a point; thence South 59°26'02" East a distance of 43.40 feet to a point; thence South 12°18'34" East a distance of 113.80 feet to a point; thence South 16°52'48" East a distance of 48.72 feet to a point; thence South 08°04'15" East a distance of 31.68 feet to a point; thence South 41°46'45" West a distance of 89.60 feet to a point; thence South 45°19'32" West a distance of 56.86 feet to a point; thence South 50°20'27" West a distance of 84.07 feet to a point; thence South 40°46'32" West a distance of 65.63 feet to a point; thence South 30°05'41" West a distance of 36.58 feet to a point; thence South 20°35'56" West a distance of 44.74 feet to a point; thence South 16°14'34" West a distance of 43.11 feet to a point; thence South 24°45'20" West a distance of 30.15 feet to a point; thence South 52°56'03" West a distance of 49.25 feet to a point; thence South 40°43'30" West a distance of 49.64 feet to a point; thence South 00°53'59" East a distance of 248.53 feet to a point; thence South 89°06'56" West a distance of 194.70 feet to a point; thence South 19°54'04" West a distance of 75.26 feet to a point; thence along a curve to the left having an Arc length of 93.60 feet with a radius of 50.00 feet with a chord distance of 80.52 feet with a chord bearing of South 56°16'20" West; thence North 02°19'01" West a distance of 187.25 feet to a point; thence North 32°00'37" East a distance of 198.92 feet to a point; thence North 01°16'24" West a distance of 156.70 feet to a point; thence North 14°32'03" East a distance of 319.00 feet to a point; thence North 23°05'18" West a distance of 274.66 feet to a point; thence North 75°06'38" West a distance of 276.54 feet to a point; thence North 45°28'55" West a distance of 630.64 feet to a point; thence North 53°22'54" West a distance of 302.96 feet to a point; thence North 87°09'14" West a distance of 543.82 feet to a point; thence South 56°14'43" West a distance of 1101.27 feet to a point; thence South 51°25'15" West a distance of 53.68 feet to a point; thence North 51°43'51" West a distance of 168.92 feet to a point; thence North 56°27'51" West a distance of 194.76 feet to a point; thence North 27°44'44" East a distance of 100.21 feet to a point; thence North 26°43'15" West a distance of 90.00 feet to a point; thence North 21°18'15" West a distance of 38.80 feet to a point; thence North 12°24'15" West a distance of 36.00 feet to a point; thence North 10°40'25" West a distance of 172.26 feet to a point; thence North 12°31'15" West a distance of 26.90 feet to a point; thence North 00°15'45" East a distance of 53.20 feet to a point; thence North 07°16'15" West a distance of 29.70 feet to a point; thence North 16°08'15" West a distance of 32.70 feet to a point; thence North 24°49'15" West a distance of 52.60 feet to a point; thence North 32°07'15" West a distance of 42.90 feet to a point; thence North 37°42'15" West a distance of 42.10 feet to a point; thence North 44°29'15" West a distance of 31.90 feet to a point; thence North 62°09'15" West a distance of 39.60 feet to a point; thence North 66°55'15" West a distance of 66.90 feet to a point; thence North 66°55'15" West a distance of 12.30 feet to a point; thence North 72°46'15" West a distance of 73.40 feet to a point; thence North 54°44'15" West a distance of 32.10 feet to a point; thence North 43°16'15" West a distance of 113.40 feet to a point; thence North 53°07'15" West a distance of 30.20 feet to a point; thence North 67°32'15" West a distance of 35.60 feet to a point; thence North 84°57'15" West a distance of 41.90 feet to a point; thence South 85°19'45" West a distance of 60.10 feet to a point; thence North 21°30'45" East a distance of 29.40 feet to a point; thence North 89°53'15" West a distance of 365.36 feet to a point; thence North 19°29'57" East a distance of 212.31 feet to a point; thence North 22°14'23" East a distance of 150.98 feet to a point; thence North 31°27'59" East a

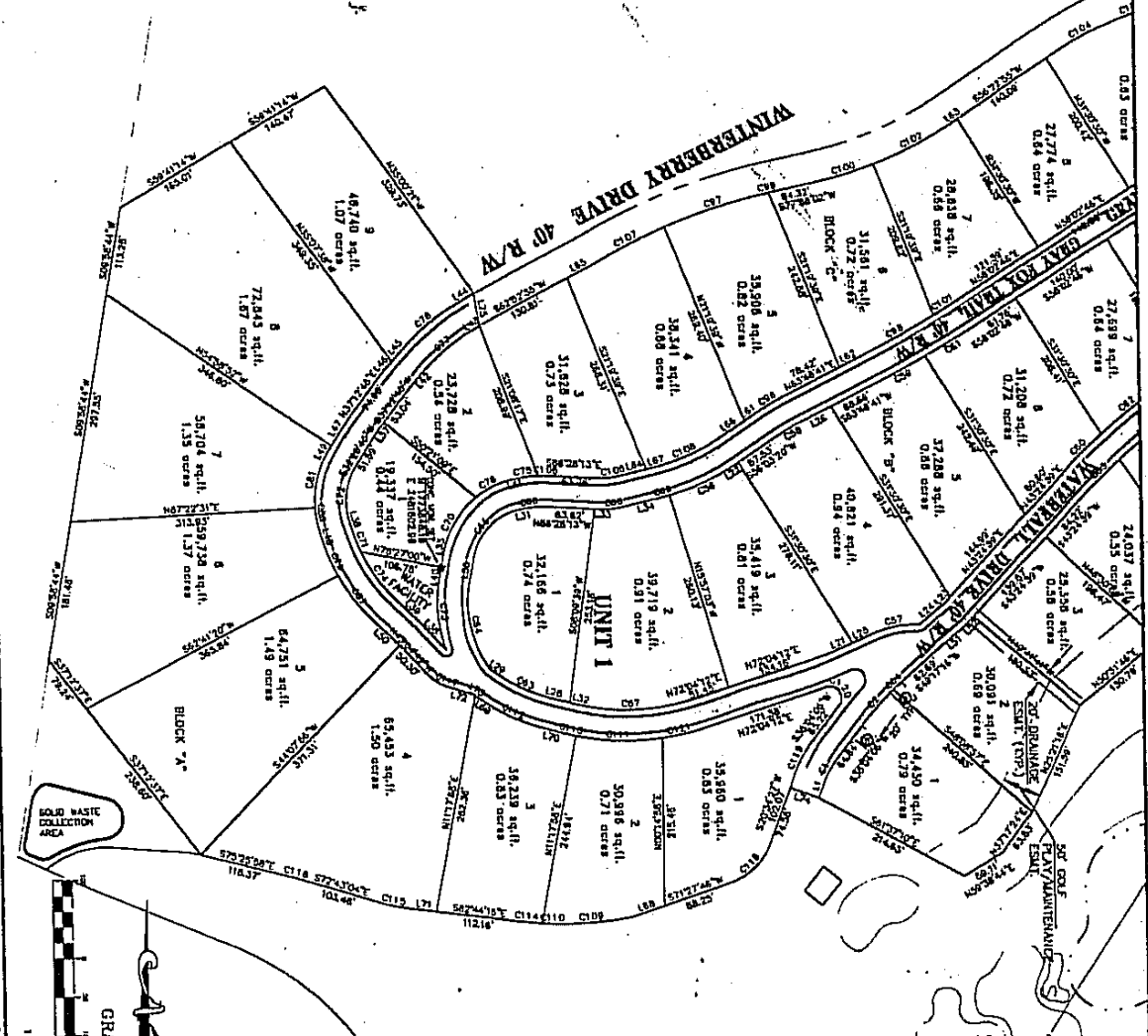
EXHIBIT "C"

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distance of 241.96 feet to a point; thence North 19°13'11" East a distance of 229.43 feet to a point; thence North 02°49'46" West a distance of 173.49 feet to a point; thence South 76°44'53" East a distance of 35.60 feet to a point; thence North 83°57'58" East a distance of 55.39 feet to a point; thence North 73°53'48" East a distance of 52.80 feet to a point; thence North 89°44'39" East a distance of 14.92 feet to a point; thence South 71°40'41" East a distance of 40.09 feet to a point; thence South 36°20'33" East a distance of 17.87 feet to a point; thence South 18°50'40" East a distance of 165.46 feet to a point; thence South 05°29'32" West a distance of 57.16 feet to a point; thence South 05°00'23" East a distance of 49.36 feet to a point; thence South 30°04'59" East a distance of 50.54 feet to a point; thence South 35°53'41" East a distance of 172.39 feet to a point; thence South 50°20'14" East a distance of 53.24 feet to a point; thence South 81°40'58" East a distance of 61.85 feet to a point; thence North 51°22'14" East a distance of 62.81 feet to a point; thence North 30°44'21" East a distance of 72.57 feet to a point; thence North 75°31'14" East a distance of 83.41 feet to a point; thence North 69°19'03" East a distance of 35.20 feet to a point; thence North 61°58'33" East a distance of 76.44 feet to a point; thence North 55°00'50" East a distance of 70.23 feet to a point; thence North 63°50'50" East a distance of 38.25 feet to a point; thence North 75°56'44" East a distance of 27.52 feet to a point; thence North 82°40'04" East a distance of 25.28 feet to a point; thence South 88°24'03" East a distance of 31.17 feet to a point; thence South 81°50'51" East a distance of 68.48 feet to a point; thence South 72°23'17" East a distance of 106.37 feet to a point; thence South 74°12'59" East a distance of 90.59 feet to a point; thence South 66°53'26" East a distance of 31.24 feet to a point; thence South 52°11'25" East a distance of 40.54 feet to a point; thence South 36°37'11" East a distance of 69.33 feet to a point; thence South 09°21'16" East a distance of 48.93 feet to a point; thence South 04°40'58" East a distance of 82.80 feet to a point; thence South 15°07'34" East a distance of 81.89 feet to a point; thence South 53°25'04" East a distance of 81.54 feet to a point; thence North 72°47'53" East a distance of 88.61 feet to a point; thence North 43°08'23" East a distance of 59.42 feet to a point; thence North 45°19'35" East a distance of 42.44 feet to a point; thence North 62°06'39" East a distance of 55.56 feet to a point; thence South 17°17'42" East a distance of 98.51 feet to a point; thence North 51°26'25" East a distance of 150.28 feet to a point; thence North 77°43'18" East a distance of 84.39 feet to a point; thence North 16°08'43" East a distance of 76.03 feet to a point; thence North 75°11'29" East a distance of 110.74 feet to a point; thence South 31°39'17" East a distance of 60.60 feet to a point; thence South 36°32'00" East a distance of 68.22 feet to a point; thence South 39°56'19" East a distance of 43.21 feet to a point; thence South 37°57'12" East a distance of 49.28 feet to a point; thence South 46°29'36" East a distance of 39.60 feet to a point; thence South 57°12'25" East a distance of 282.81 feet to a point; thence South 80°02'05" East a distance of 72.61 feet to a point; thence North 43°50'19" East a distance of 81.38 feet to a point; thence North 03°49'37" East a distance of 72.47 feet to a point; thence North 04°16'10" West a distance of 90.91 feet to a point; thence North 01°41'18" East a distance of 57.76 feet to a point; thence North 20°51'51" East a distance of 37.72 feet to a point; thence North 32°30'36" East a distance of 45.96 feet to a point; thence North 32°11'28" East a distance of 34.54 feet to a point; thence North 84°09'40" East a distance of 60.98 feet to a point; thence South 60°54'14" East a distance of 96.21 feet to a point; thence South 50°43'18" East a distance of 133.54 feet to a point; thence South 14°06'05" East a distance of 173.86 feet to a point; thence South 24°39'08" East a distance of 31.95 feet to a point; thence South 39°51'26" East a distance of 70.70 feet to a point; thence South 67°18'48" East a distance of 39.34 feet to a point; thence South 03°07'27" West a distance of 122.09 feet to a point; thence South 89°52'45" East a distance of 670.07 feet to the POINT OF BEGINNING, containing 101.17 Acres more or less.

EXHIBIT "C"
PAGE TWO

C31	520.00'	18.48'	H5074810'E	18.48'
C32	484.46'	64.80'	S541819'W	64.80'
C33	220.00'	33.92'	S593049'W	33.92'
C34	93.00'	93.96'	S07742'W	93.96'
C35	190.00'	84.18'	N45111'W	84.18'
C36	390.00'	43.18'	S59350'W	43.18'
C37	730.00'	140.50'	S7218'W	140.50'
C38	1480.00'	107.20'	N6131'W	107.20'
C39	730.00'	17.51'	S7737'W	17.51'
C40	320.00'	73.68'	N4250'W	73.68'
C41	1480.00'	40.36'	N4370'W	40.36'
C42	560.00'	102.36'	N6833'W	102.36'
C43	1020.00'	117.96'	S9248'W	117.96'
C44	140.00'	39.44'	N6838'W	39.44'
C45	730.00'	99.47'	S6350'W	99.47'
C46	255.00'	91.69'	N6821'W	91.69'
C47	475.00'	101.85'	N6933'W	101.85'
C48	320.00'	14.78'	S9702'W	14.78'
C49	320.00'	111.42'	S9746'W	111.42'
C50	220.00'	89.92'	S5548'W	89.92'
C51	320.00'	13.65'	S7834'W	13.65'
C52	425.00'	28.27'	S9426'W	28.27'
C53	225.00'	39.35'	S7743'W	39.35'
C54	275.00'	13.03'	N7434'W	13.03'
C55	70.00'	38.10'	S5847'W	38.10'
C56	65.00'	75.50'	N4481'W	75.50'
C57	117.50'	35.27'	S7931'W	35.27'
C58	15.15'	33.66'	N4079'W	33.66'
C59	50.00'	48.92'	N7731'W	48.92'
C60	20.00'	78.67'	N4238'W	78.67'
C61	50.00'	33.07'	S3432'W	33.07'
C62	170.00'	20.44'	N8748'W	20.44'
C63	130.00'	114.54'	N6824'W	114.54'
C64	60.00'	22.53'	N4807'W	22.53'
C65	220.00'	84.74'	S1831'W	84.74'
C66	780.00'	182.46'	N2232'W	182.46'
C67	81.00'	91.00'	N2329'W	91.97'
C68	108.00'	84.40'	S7232'W	84.40'
C69	480.00'	125.93'	S6782'W	125.93'
C70	480.00'	83.28'	S7032'W	83.28'
C71	80.00'	11.63'	N0414'W	11.63'
C72	150.00'	13.91'	S3000'W	13.91'
C73	150.00'	13.91'	S3000'W	13.91'
C74	148.00'	13.14'	S3039'W	13.14'
C75	160.00'	83.95'	N4435'W	83.95'
C76	138.00'	48.72'	N4734'W	48.72'
C77	138.00'	48.72'	S8574'W	48.72'
C78	30.00'	14.27'	S8931'W	14.27'
C79	121.00'	14.85'	N4492'W	14.85'
C80	148.00'	108.77'	S8921'W	108.77'
C81	148.00'	108.77'	S8921'W	108.77'
C82	108.00'	108.81'	S6935'W	108.81'
C83	170.00'	118.21'	N6845'W	118.21'
C84	70.00'	21.87'	S4172'W	21.87'
C85	180.00'	58.64'	S1931'W	58.64'
C86	50.00'	16.64'	S8931'W	16.64'
C87	1630.00'	634.08'	N8734'W	634.08'
C88	420.00'	31.06'	N4549'W	31.06'
C89	1480.00'	380.49'	N7449'W	380.49'
C90	15.00'	35.11'	S3331'W	35.11'
C91	120.00'	71.48'	S7035'W	71.48'
C92	95.00'	186.61'	N3740'W	186.61'
C93	180.00'	88.19'	S7430'W	87.31'



DATE	3/29/91
JOB #	97-001
CONTRACT #	428,022
DRAWN BY	DBS/epi
CHECKED BY	LSB/epi

SHEET TITLE	FINAL PLAN
PROJECT	WATERFALL AT LAKE BURTON UNIT 1
CLIENT NAME	LAKE BURTON DEV. LLC, 1570 ROCK QUARRY ROAD, SLATE B STOCKBRIDGE, GEORGIA 30281 (770) 389-2004

REVISIONS:
1. REVISION PER CLIENT
4/13/99 - SOL

MOORE, BASS & BIBLER, INC.
 • LAND SURVEYING
 • CIVIL ENGINEERING
 • LAND ACQUISITION
 • ENVIRONMENTAL REMEDIATION
 • LANDSCAPE ARCHITECTURE

1100 W. 11th Street, Suite 1100, Tallahassee, FL 32304
 Phone: (904) 224-1100
 FAX: (904) 224-1101

EASEMENT LEGEND
 PL - PLANNED EASEMENT
 EL - EXISTING EASEMENT
 SD - SURVEYED EASEMENT

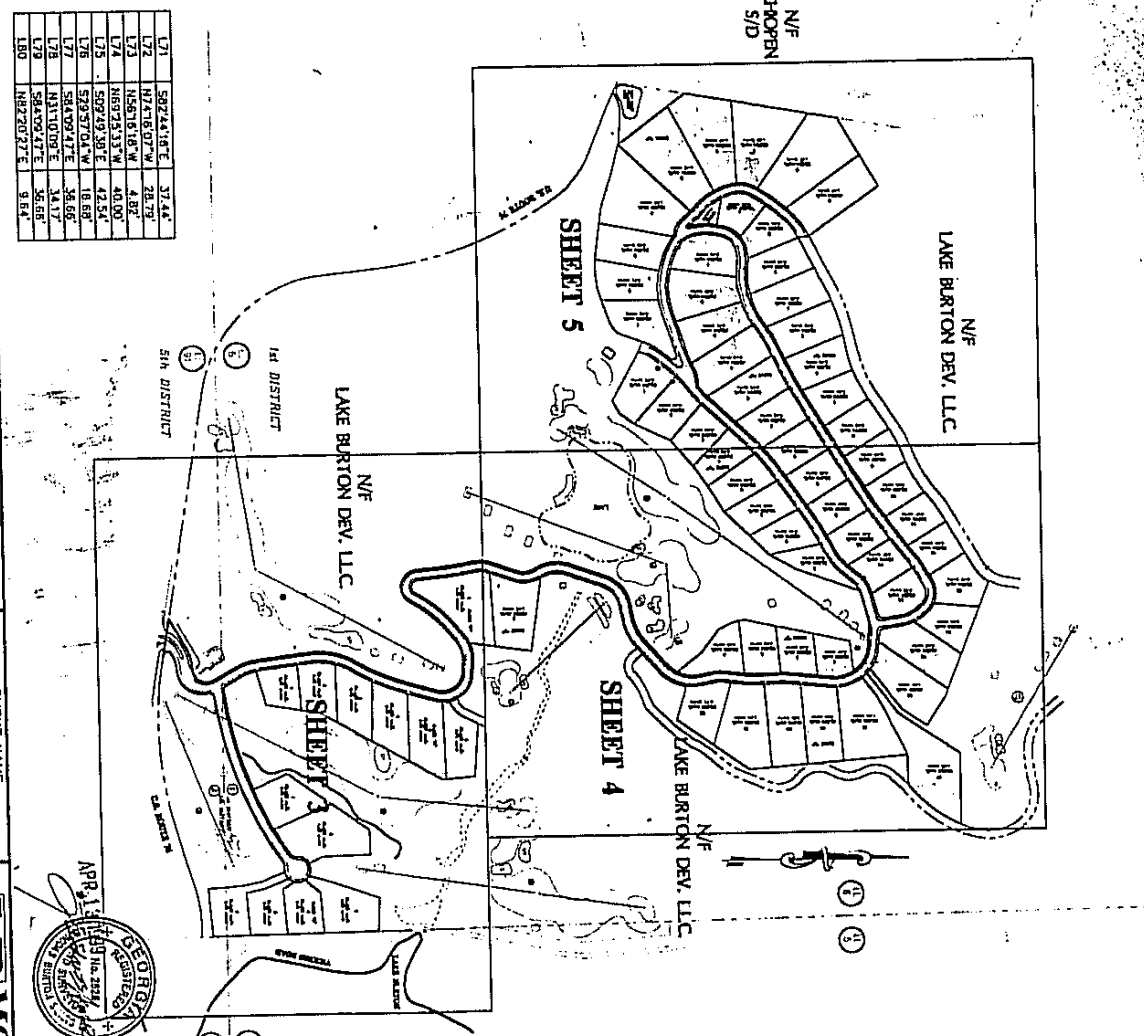
NOTE:
 ALL EASEMENTS SHOWN ON THIS PLAN ARE TO BE CONSIDERED AS EASEMENTS IN FAVOR OF THE SURVEYED PARCELS UNLESS OTHERWISE NOTED.

BUILDING SETBACKS: FRONT 20' SIDE 15'

APR 13 1991
 SURVEYOR'S SEAL

Recorded this the 16th day of April 1994. *Jan Darnall, Clerk, S.C.*

LINE	DESCRIPTION	AMOUNT	BALANCE
L1	5004.427 W	27.69	
L2	5003.04 W	16.88	
L3	5003.07 W	14.41	
L4	515.48 W	19.18	
L5	518.48 W	13.94	
L6	1311.07 E	34.17	
L7	50518.47 E	20.03	
L8	5272.95 E	39.90	
L9	5074.95 W	37.09	
L10	50200.00 E	20.42	
L11	5074.95 W	31.09	
L12	10700.00 W	1.20	
L13	5013.97 E	16.96	
L14	5013.97 E	11.70	
L15	5003.07 E	21.53	
L16	18015.00 E	28.49	
L17	18015.00 E	28.49	
L18	18015.00 E	28.49	
L19	18015.00 E	28.49	
L20	18015.00 E	28.49	
L21	18015.00 E	28.49	
L22	18015.00 E	28.49	
L23	18015.00 E	28.49	
L24	18015.00 E	28.49	
L25	18015.00 E	28.49	
L26	18015.00 E	28.49	
L27	18015.00 E	28.49	
L28	18015.00 E	28.49	
L29	18015.00 E	28.49	
L30	18015.00 E	28.49	
L31	18015.00 E	28.49	
L32	18015.00 E	28.49	
L33	18015.00 E	28.49	
L34	18015.00 E	28.49	
L35	18015.00 E	28.49	
L36	18015.00 E	28.49	
L37	18015.00 E	28.49	
L38	18015.00 E	28.49	
L39	18015.00 E	28.49	
L40	18015.00 E	28.49	
L41	18015.00 E	28.49	
L42	18015.00 E	28.49	
L43	18015.00 E	28.49	
L44	18015.00 E	28.49	
L45	18015.00 E	28.49	
L46	18015.00 E	28.49	
L47	18015.00 E	28.49	
L48	18015.00 E	28.49	
L49	18015.00 E	28.49	
L50	18015.00 E	28.49	
L51	18015.00 E	28.49	
L52	18015.00 E	28.49	
L53	18015.00 E	28.49	
L54	18015.00 E	28.49	
L55	18015.00 E	28.49	
L56	18015.00 E	28.49	
L57	18015.00 E	28.49	
L58	18015.00 E	28.49	
L59	18015.00 E	28.49	
L60	18015.00 E	28.49	
L61	18015.00 E	28.49	
L62	18015.00 E	28.49	
L63	18015.00 E	28.49	
L64	18015.00 E	28.49	
L65	18015.00 E	28.49	
L66	18015.00 E	28.49	
L67	18015.00 E	28.49	
L68	18015.00 E	28.49	
L69	18015.00 E	28.49	
L70	18015.00 E	28.49	



CURVE	Radius	Length	Area	Chord
C1	80.00'	24.43	5291.91 W	24.43
C2	300.00'	35.93	5472.16 W	35.93
C3	50.00'	30.52	10150.00 W	30.52
C4	50.00'	44.87	10680.00 W	44.87
C5	50.00'	31.92	10430.27 W	31.92
C6	40.00'	17.16	10430.27 W	17.16
C7	40.00'	14.65	5311.16 W	14.65
C8	30.00'	28.46	1025.42 W	28.46
C9	30.00'	41.97	10510.13 E	41.97
C10	1222.56'	49.55	10510.13 E	49.55
C11	1460.00'	97.75	5041.42 W	97.75
C12	245.00'	10.44	527.48 W	10.44
C13	180.00'	81.07	10720.25 E	81.07
C14	820.00'	80.48	10720.25 E	80.48
C15	121.00'	121.87	10720.25 E	121.87
C16	820.00'	74.13	10430.27 W	74.13
C17	115.00'	23.75	5044.93 W	23.75
C18	121.00'	11.66	10720.25 E	11.66
C19	90.00'	38.93	5044.93 W	38.93
C20	145.00'	18.92	5071.91 W	18.92
C21	520.00'	16.87	5071.91 W	16.87
C22	25.00'	37.97	10719.00 W	37.97
C23	520.00'	109.18	10719.00 W	109.18
C24	520.00'	109.18	10719.00 W	109.18
C25	520.00'	109.18	10719.00 W	109.18
C26	520.00'	109.18	10719.00 W	109.18
C27	520.00'	109.18	10719.00 W	109.18
C28	520.00'	109.18	10719.00 W	109.18
C29	520.00'	109.18	10719.00 W	109.18
C30	520.00'	109.18	10719.00 W	109.18
C31	520.00'	109.18	10719.00 W	109.18
C32	520.00'	109.18	10719.00 W	109.18
C33	520.00'	109.18	10719.00 W	109.18
C34	520.00'	109.18	10719.00 W	109.18
C35	520.00'	109.18	10719.00 W	109.18
C36	520.00'	109.18	10719.00 W	109.18
C37	520.00'	109.18	10719.00 W	109.18
C38	520.00'	109.18	10719.00 W	109.18
C39	520.00'	109.18	10719.00 W	109.18
C40	520.00'	109.18	10719.00 W	109.18
C41	520.00'	109.18	10719.00 W	109.18
C42	520.00'	109.18	10719.00 W	109.18
C43	520.00'	109.18	10719.00 W	109.18
C44	520.00'	109.18	10719.00 W	109.18
C45	520.00'	109.18	10719.00 W	109.18
C46	520.00'	109.18	10719.00 W	109.18
C47	520.00'	109.18	10719.00 W	109.18
C48	520.00'	109.18	10719.00 W	109.18
C49	520.00'	109.18	10719.00 W	109.18
C50	520.00'	109.18	10719.00 W	109.18
C51	520.00'	109.18	10719.00 W	109.18
C52	520.00'	109.18	10719.00 W	109.18
C53	520.00'	109.18	10719.00 W	109.18
C54	520.00'	109.18	10719.00 W	109.18
C55	520.00'	109.18	10719.00 W	109.18
C56	520.00'	109.18	10719.00 W	109.18
C57	520.00'	109.18	10719.00 W	109.18
C58	520.00'	109.18	10719.00 W	109.18
C59	520.00'	109.18	10719.00 W	109.18
C60	520.00'	109.18	10719.00 W	109.18
C61	520.00'	109.18	10719.00 W	109.18
C62	520.00'	109.18	10719.00 W	109.18
C63	520.00'	109.18	10719.00 W	109.18
C64	520.00'	109.18	10719.00 W	109.18
C65	520.00'	109.18	10719.00 W	109.18
C66	520.00'	109.18	10719.00 W	109.18
C67	520.00'	109.18	10719.00 W	109.18
C68	520.00'	109.18	10719.00 W	109.18
C69	520.00'	109.18	10719.00 W	109.18
C70	520.00'	109.18	10719.00 W	109.18

MOORE, BASS & BIBLER, INC.
 1000 W. BROADWAY, SUITE 1000, ATLANTA, GA 30333
 (404) 525-1100
 FAX: (404) 525-1101
 www.mbb.com

CLIENT NAME: LAKE BURTON DEV. LLC
PROJECT: WATERFALL AT LAKE BURTON UNIT 1
DATE: 3/20/99
JOB #: 439022
CONTRACT #: 439022
DRAWN BY: FOR/PORT
CHECKED BY: LBS/444

REVISIONS:
 1. REVISED PER CLIENT
 4/13/99 - SDU

SHEET TITLE: INDEX MAP

DATE: 3/20/99
JOB #: 439022
CONTRACT #: 439022
DRAWN BY: FOR/PORT
CHECKED BY: LBS/444

Revised this file 10/2 of April 1999 Joe Francis, Unit 5 C.

