

THIS PROPERTY IS NOT LOCATED IN A ZONE "A" (AREAS OF 100-YEAR FLOOD) ACCORDING TO THE FLOOD INSURANCE RATE MAP BY F.I.M.A., EFFECTIVE JUNE 19, 1985.

NOTE: 1/2" REBARS SET ON ALL LOT CORNERS

COMMUNITY PANEL #130156 0050 B

THIS PARCEL IS ZONED "A" ACCORDING TO THE OFFICIAL ZONING MAP OF RABUN COUNTY ON FILE IN THE OFFICE OF THE ADMINISTRATIVE OFFICER OF THE RABUN COUNTY ZONING AUTHORITY ON AUGUST 11, 2000

LEGEND

- POB = POINT OF BEGINNING
- = IRON PIN FOUND (IPF)
- = IRON PIN SET (IPS)
- = PROPERTY LINE
- R/W = RIGHT OF WAY
- X- = FENCE
- ⊕ = UTILITY POLE
- W— = POWER LINE
- W-T- = POWER & TELEPHONE
- LLL = LAID LOT LINE
- LL = LAID LOT
- = CONC MONUMENT FOUND
- B = BUILDING LINE
- C = CENTER LINE
- POC = POINT OF COMMENCEMENT
- = WATER LINE

A TOPCON GTS-3C TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,297 FEET AND AN ANGULAR ERROR OF 0.3 PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES RULE METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 124,597 FEET.

THIS PLAT IS SUBJECT TO ANY RESTRICTIONS AND EASEMENTS SET FORTH FOR THIS SUBDIVISION AS MAY BE SPECIFIED IN DEEDS FROM TIME TO TIME.

5' RESERVED EASEMENT ALONG EXISTING WATER LINE (2.5' EACH SIDE OF CENTERLINE)

SEE SHEET No. 2 FOR INDIVIDUAL LOT DIMENSIONS



HeatherStone
at FORD MOUNTAIN

AN INVESTMENT IN LIVING

HIGHLANDS TOPS I
1 LOT - 1.00 ACRE

HIGHLANDS TOPS II

20 LOTS
74.37 ACRES
WITH 3 PONDS



OWNER/DEVELOPER:
FORD MOUNTAIN DEVELOPMENT, INC.
WILLIAM W. MERRILL
137 DAM LAKE DRIVE #7
DILLARD, GEORGIA 30537
PHONE 706-746-5500
FAX 706-746-5510

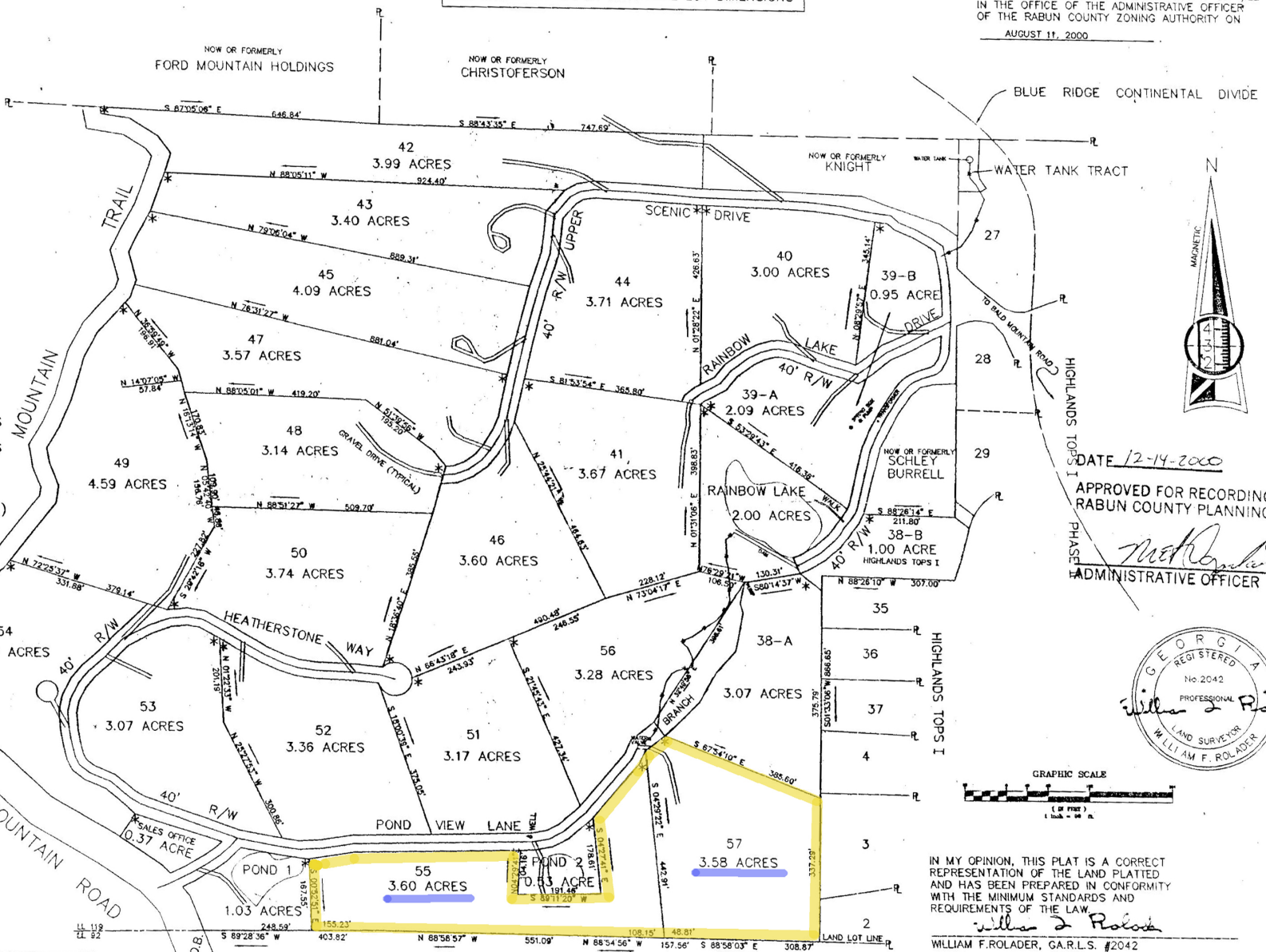
SURVEY FOR
FORD MOUNTAIN DEVELOPMENT, INC.

SCALE: AS SHOWN	DRAWN BY: WFR
DATE: AUG. 10, 2000	C.C. LBD

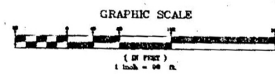
LOCATED IN LAND LOT 119, 3RD LAND DISTRICT
RABUN COUNTY, GEORGIA

APPALACHIAN SURVEYING COMPANY, INC.
P.O. BOX 117
MOUNTAIN CITY, GEORGIA 30562 (706)746-2625

DRAWING NUMBER
00-147



DATE 12-14-2000
APPROVED FOR RECORDING
RABUN COUNTY PLANNING COMMISSION
ADMINISTRATIVE OFFICER



IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

WILLIAM F. ROLADER, G.A.R.L.S. #2042





DECLARATION OF RESTRICTIVE COVENANTS
HIGHLANDS TOPS II

HEATHERSTONE AT FORD MOUNTAIN

This Declaration, is made on this the 31st day of December, 2000, by FORD MOUNTAIN DEVELOPMENT, INC., a Florida Corporation, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, a real estate development and subdivision known as Highlands Tops II, HeatherStone at Ford Mountain, is being developed on real property now owned by Declarant in Land Lot 119 of the 3rd Land District of Rabun County, Georgia; and

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

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

ARTICLE I.

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

- A. "Highlands Tops II, HeatherStone at Ford Mountain"

shall mean and refer to that certain subdivision which is being developed on real property now owned by Declarant in Land Lot 229 of the 3rd Land District of Rabun County, Georgia, and shown on a plat of survey prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated August 10, 2000, and recorded in Plat Book 45, Pages 253 and 254, Clerk's Office, Rabun Superior Court.

B. "Lot" shall mean and refer to any numbered plot of land comprised of a dwelling site designated on any plat of survey recorded in the Office of the Clerk of Rabun Superior Court, now or hereafter made subject to this declaration.

C. "Property Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot, excluding, however, Declarant and those persons who shall have such interest merely as security for the performance of an obligation.

D. "Declarant" shall mean and refer to Ford Mountain Development, Inc., its successors and assigns.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

The property subject to this declaration consists of the following described property being in Land Lot 119 of the 3rd Land District, Rabun County, Georgia, being Lots 38A, 39A & B, and Lots 40 through 57, inclusive, and definite as to description as shown on plat of survey prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated August 10, 2000, and recorded in Plat Book 45, Pages 253-254, Clerk's Office, Rabun Superior Court.

ARTICLE III.

ARCHITECTURAL RESTRICTIONS

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

A. Review of Declarant. No house, garage, carport, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained, nor shall any exterior addition to, change in, or alteration of any of said structures be made until complete final plans and specifications showing the nature, size, kind, shape, height, materials, basic exterior finishes and colors, location site, plan and floor plans thereof, have been submitted to and approved in writing by Declarant as to the harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures. Declarant shall act

with all reasonable promptness upon receipt of such information to approve or disapprove the same. Declarant shall not unreasonably withhold any approval sought by a property owner.

B. Building Size. No residential building containing one story may be erected on any lot unless the proposed building will contain a minimum of 2000 square feet of floor area. No residential building containing more than one story may be erected on any lot unless the proposed building will contain a minimum of 2600 square feet of floor area. The area to be considered in determining the minimum required square footage of floor area shall exclude screened or unscreened porches, decks, garages, carports, patios, or docks.

C. Building Location. No building shall be located closer than 35 feet to the right-of-way to the street line and no closer than 35 feet to the adjoining property line.

D. Time of Construction. The construction of any house must be completed by the property owner within twelve (12) months from the date on which the construction thereof is commenced.

E. Subdividing Lots. No lot shall be subdivided, or its boundary lines changed, without the express written consent of Declarant first had and obtained. However, Declarant hereby expressly reserves to itself, its successors and assigns, the right to replat any unsold lots shown on any recorded plat of survey prior to the delivery of a deed therefor to a property owner, and to create a modified lot or lots.

F. Sewage Disposal. All sewage shall be disposed of in septic tank and/or grease traps, of approved design and adequate size, to be constructed and maintained by the property owner and to be approved by the Rabun County Health Department, in accordance with the rules and regulations for individual sewage disposal systems and promulgated by the State of Georgia. All applicable regulations of the Rabun County Health Department and the State of Georgia shall be complied with by the property owner.

G. Tree Removal. No trees having a diameter of eight inches or more at a height of five feet above the ground (other than those such trees located within twenty feet of a building site) shall be cut, destroyed or mutilated except with the express written permission of the Declarant first had and obtained. Provided, however, that dead or diseased trees shall be cut and removed promptly from any lot by the property owner thereof after such dead or diseased condition is first brought to the attention of Declarant and permission for such cutting and removal has been obtained.

H. Variance. Notwithstanding anything hereinabove

contained to the contrary, Declarant hereby expressly reserves to itself, its successors and assigns the right to authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, lot size in considering square footage requirements, as aesthetic or environmental considerations may require. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority, nor to obtain a similar variance from other architectural committees having jurisdiction.

ARTICLE IV.

USE RESTRICTIONS

A. Each lot shall be used for single family residential purposes only. No lot or building thereon shall be used for any commercial or business purposes.

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

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

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

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

F. No illegal, noxious or offensive activity shall be permitted on any part of Highlands Tops II, HeatherStone at Ford Mountain, nor shall anything be permitted or done thereon which may become a nuisance or a source of

embarrassment, discomfort or annoyance to the neighborhood.

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

ARTICLE V.

USE RESTRICTIONS FOR POND AREAS

Highlands Tops II includes recreational ponds as shown upon the plats of survey prepared by William F. Rolader, dated August 10, 2000, and recorded in the Office of the Clerk of Rabun Superior Court, in Plat Book 45, Pages 253-254 respectively. Each owner of record of a lot in Highlands Tops II is hereby granted a perpetual easement for use of the ponds for fishing purposes. Said easement shall be an easement appurtenant to each lot in Highlands Tops II and shall inure to the benefit of the owners of record of any lot in such subdivision, their heirs, successors and assigns.

The ponds may be used subject to the following restrictions:

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

(b) No fishing docks, piers or boathouses shall be constructed. Owners of lots may utilize the area within the right-of-way for fishing purposes.

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

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

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

(f) No chemicals, foreign substances or waste of any nature may be placed in or used in the ponds or any stream located upon the property, except as may be used by Declarant to destroy or control algae.

ARTICLE VI.

RIGHT OF FIRST REFUSAL

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

ARTICLE VII.

MEMBERSHIP IN OWNERS' ASSOCIATION

All owners of lots in Highlands Tops II, HeatherStone at Ford Mountain shall be members of HeatherStone Highlands Tops Owners' Association, Inc., a Georgia non-profit corporation. The membership rights, voting rights, duties and obligations of the owners' association are specified in the Articles of Incorporation and Bylaws for HeatherStone Highlands Tops Owners' Association, Inc.

A. All persons holding record title to a lot in Highlands Tops II, HeatherStone at Ford Mountain as defined by the Declaration or as defined by any amended Declaration shall be members of HeatherStone Highlands Tops Owners' Association, Inc., a Georgia non-profit corporation. Ford Mountain Investments, Inc., as incorporator of HeatherStone Highlands Tops Owners' Association, Inc., and Ford Mountain Development, Inc., hereby reserve the right to add additional properties and lots as a part of Highlands Tops I or II, HeatherStone at Ford Mountain. Such lots may be added to Highlands Tops I or II, HeatherStone at Ford Mountain Subdivision by an amendment to the Declaration of Restrictive Covenants executed solely by Ford Mountain Investments, Inc., and/or Ford Mountain Development, Inc., and recorded in the Office of the Clerk of Rabun Superior Court. A person holding record title to a lot may not voluntarily refuse to be a member or refuse to perform the duties and obligations of a member of HeatherStone Highlands Tops Owners' Association, Inc. Transfer of lot ownership, either voluntarily or by operation of law, shall terminate membership in HeatherStone Highlands Tops Owners' Association, Inc., and membership shall become vested in the transferee. Any person, entity or other holder of an

interest as security for performance of an obligation shall not be a member of HeatherStone Highlands Tops Owners' Association, Inc.

B. There shall only be one class of voting membership which shall consist of all Association members. There shall be one person with respect to each lot who shall be entitled to vote at any meeting of the association, and such person shall be known and is hereafter referred to as the "voting member". If a lot is owned by more than one person, then the owners of said lot shall designate one of them as the voting member. If the lot owner is a corporation, the corporation shall designate an individual officer or employee of the corporation as its "voting member". The designation of the voting member shall be made as provided by and subject to the provisions and restrictions set forth in the Bylaws of the Association. Each lot owner or group of lot owners shall be entitled to one (1) vote for each lot owned. The vote of a lot is not divisible.

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

D. The initial Board of Directors shall be those specified in the Articles of Incorporation of HeatherStone Highlands Tops Owners' Association, Inc. Ford Mountain Investments, Inc., as incorporator of the Association, reserves the right to make subsequent annual appointments of members of the Board of Directors as may be necessary until such time as eighty percent (80%) of the lots in Highlands Tops II have been sold, transferred or conveyed. Upon the sale of eighty percent (80%) of the lots in Highlands Tops II, a special meeting of the members of the corporation shall be convened for the specific and special purpose of electing a new Board of Directors of the Association. Such special meeting shall be called and convened in accordance with the provisions of the Bylaws of the Association. At and after such special meeting, the Board of Directors of the Association shall be elected or appointed at the time and in the manner as provided in the Bylaws of the Association.

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

F. In order to effectuate the purposes and accomplish the duties required of the Association, the Association shall have the express authority and duty to levy annual assessments for the total cost of performing the corporation's duties and maintaining Highlands Tops II in accordance with the provisions of the Declaration of Restrictions as amended, the Articles of Incorporation of HeatherStone Highlands Tops Owners' Association, Inc., and the Bylaws. Said assessments shall be prorated for the number of lots located in Highlands Tops II. Ford Mountain Development, Inc., as the present owner of unsold lots in Highlands Tops II, will contribute assessments on a prorata basis, equal with that of other lot owners for the duration of the time unsold lots are owned by Ford Mountain Development, Inc.

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

H. Past due assessments shall become a lien on the lot so assessed, and said lot and the owner thereof shall be bound by such lien in accordance with the terms of the

Articles of Incorporation and Bylaws of the corporation and as provided for under Georgia Law as provides for the collection of liens against property owners by a property owners association.

I. Assessments shall be fixed by the Board of Directors annually at its annual meeting held in accordance with the Bylaws of the Association. From and after the establishment of such assessment, each member shall be entitled to thirty (30) days notice that assessments are due and payable.

At all times, the Association shall maintain in its name a separate bank account for the collection, deposit and holding of all assessments and all other income of HeatherStone Highlands Tops Owners' Association, Inc.

J. In addition to any other assessments levied herein, each property owner must properly execute the Water Agreement which encompasses the community water system for the use of all lots in Highlands Tops I & II, HeatherStone at Ford Mountain, which agreement provides for a tap-on fee at the time of purchase and annual assessments payable in advance for water usage each year. A copy and form of such agreement is attached hereto and the provisions thereof are made a part of this Declaration.

ARTICLE VIII.

OWNERSHIP OF WATER SYSTEM AND PONDS

The Declarant hereby reserves the option to transfer, convey and assign unto HeatherStone Highlands Tops Owners' Association, Inc., or any other public governmental body the ponds lying in the subdivision, the water system and road system serving the subdivision. The Declarant may exercise this option at any time after 80% of the lots contained in Highlands Tops II have been conveyed. However, this shall not create an obligation on the part of the Declarant to convey and transfer any ownership rights the Declarant may have in the ponds, the roads, or the water system serving the subdivision. Declarant, nevertheless, shall give the Association first right of refusal prior to transfer or conveyance of said ownership rights.

ARTICLE IX.

AMENDMENTS AND EXCEPTIONS

Notwithstanding anything hereinabove contained to the contrary, Declarant shall have the right and authority and hereby expressly reserves the right to amend this Declaration and any provisions thereof until such time as eighty percent (80%) of the lots in Highlands Tops II have been sold, transferred and conveyed and a special meeting of the members of HeatherStone Highlands Tops Owners' Association, Inc., has been convened in accordance with the

provisions of this Declaration and the Bylaws of said Association. Such amendment would be executed solely by Declarant and recorded in the Office of the Clerk of Rabun Superior Court. Declarant, in its interest of promoting and developing Highlands Tops II, HeatherStone at Ford Mountain, shall be exempt from violating any provisions of this Declaration and its restrictive covenants, and neither the above referred to Association, nor any member thereof nor property owner shall have a cause of action resulting therefrom.

ARTICLE X.

AFFECT OF COVENANTS

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

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

Signed, sealed and delivered in the presence of the undersigned, this 23rd day of

February, 2001:

FORD MOUNTAIN DEVELOPMENT, INC.,
a Florida Corporation:

William W. Merrill, President
William W. Merrill, President

(CORPORATE SEAL)

CORPORATE SEAL

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires:

(NOTARY SEAL)

* NOTARY SEAL *

ANNE E. WILCOX
Notary Public, Rabun County, Georgia
My Commission Expires 1-27-2005

construed as granting or conveying any right to the other lots in Highlands Tops II. FMD hereby acknowledges receipt of a tap-on fee for Lot(s) _____ in the amount of \$1,000.00 for each lot (total of \$_____).

2. The easement hereby granted is conditioned upon the undersigned property owner's payment to FMD, or his/her/their successors, transferees, assigns or agents, of an annual fee per lot in advance of Two Hundred Fifty Dollars Dollars (\$250.00) commencing on the day a building permit is issued or when water usage is commenced, whichever is earlier, prorated to January 1st of the year and in advance on January 1st of each year thereafter. The basic annual fee shall be adjusted, provided the same shall result in an increase, to reflect any increase in the cost of living as determined by the U.S. Department of Labor in its published Consumer Price Index for the 12-month period immediately preceding each annual payment. This Water Agreement will also be subject to any special assessments as a result of any federal, state or local requirements and regulations.

3. This Agreement to provide water shall be governed by the good faith requirements governing requirements and output contracts as contained in O.C.G.A. 11-2-306; however, FMD makes no warranties or representations as to the potability, supply or availability of such water. The undersigned purchaser(s) acknowledge(s) that he/she/they has/have had adequate opportunity to make an inspection of the community water system now in place and owned by FMD and, as of the effective date of this agreement, is/are satisfied with the system and the water now being provided and/or available.

4. In addition to the annual water usage charge described in Paragraph 2, the undersigned property owner(s) agree(s) to pay, along with all other owners of lots in Highlands Tops I, Phase I and Phase II, and Highlands Tops II, all expenses for operation, maintenance and repair of the existing community water system serving Highlands Tops I, Phase I and Phase II, and Highlands Tops II, such expenses to be paid on a pro rata basis by all owners of lots in Highlands Tops I, Phase I and Phase II, and Highlands Tops II.

5. The undersigned do/does hereby acknowledge receipt of a copy of the above easement and Water Agreement and agree(s) to be bound by the terms stated therein. In the event the undersigned property owner(s) herein is/are delinquent in paying the maintenance and/or usage fee to FMD after thirty (30) days notification of the amount past due, then said property owner(s) shall forfeit the right to use said water system until the payment of all delinquent costs

are paid to FMD or the duly appointed person in charge of maintaining said system.

6. This Agreement shall be binding upon FMD, its successors, transferees and assigns and the undersigned property owner(s), his/her/their heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals on the day and year first above written.

Witness:

FORD MOUNTAIN DEVELOPMENT, INC., a Florida Corporation:

By William W. Merrill, Pres.

Signed, sealed and delivered in the presence of the undersigned Notary Public on this _____ day of _____, 20____.

Notary Public
My Commission Expires:

Purchasers:

Witness:

Signed, sealed and delivered in the presence of the undersigned Notary Public on this _____ day of _____, 20____.

Notary Public
My Commission Expires:

[Handwritten Signature]



Exhibit "A"

STATE OF GEORGIA
COUNTY OF RABUN

WATER AGREEMENT

THIS AGREEMENT, is executed on this _____ day of _____, 20____, by and between FORD MOUNTAIN DEVELOPMENT, INC., a Florida corporation (herein called "FMD"), and _____ (herein called "_____"), as follows:

W I T N E S S E T H :

WHEREAS, FMD is the owner and developer of a real estate development known as HEATHERSTONE AT FORD MOUNTAIN, Highlands Tops II, said development being located in Land Lot 119 of the Third Land District of Rabun County, Georgia; and

WHEREAS, FMD has developed a community water system for the use of all lots in HEATHERSTONE AT FORD MOUNTAIN, Highlands Tops I, Phase I and Phase II, and Highlands Tops II, subject to each purchaser properly executing a "Water Agreement" with FMD as herein provided; and

WHEREAS, _____ has/have acquired Lot(s) _____, Highlands Tops II, from Ford Mountain Development, Inc., and is/are the present owner(s) of such property and desire(s) such property to be served by the above referenced community water system.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. FMD hereby grants to _____ a perpetual non-exclusive easement for the undersigned owner(s) of Lot(s) _____, Highlands Tops II, to tap-on at the nearest convenient point and to use for domestic purposes in or on his/her/their lot(s) water from the existing community water system serving Highlands Tops II. Said easement shall be for access and use of the above described water system for Lot(s) _____, above described, and shall be a perpetual non-exclusive easement to be exercised in common with other owners of lots in Highlands Tops I, Phase I and Phase II, and Highlands Tops II, and adjacent properties owned by either FMD or Ford Mountain Investments, Inc., at the exclusive option of Grantor herein. Said easement shall inure to the benefit of the undersigned owner(s) of Lot(s) _____, above described, his/her/their heirs, successors, transferees and assigns. This easement shall in no way be

9/21/2009 FCD DEED BK K35 PG 556

STATE OF GEORGIA
COUNTY OF RABUN

FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
HIGHLANDS TOPS II
HEATHERSTONE AT FORD MOUNTAIN

This Amendment is made this 25th day of February, 2001,
by FORD MOUNTAIN DEVELOPMENT, INC., a Florida Corporation,
as a First Amendment to that certain Declaration of
Restrictive Covenants of Highlands Tops II, HeatherStone at
Ford Mountain, dated February 23, 2001, and recorded in Deed
Book N-20, Pages 48-60, Clerk's Office, Rabun Superior
Court.


W I T N E S S E T H: THAT


The water tap-on fee as referenced in page two of
Exhibit "A", Water Agreement, as attached to the
above-described Declaration of Restrictive Covenants, shall
be changed from \$1,000.00 to \$2,000.00 for each lot.

Except for the modifications contained herein, the
previous referenced Declaration of Restrictive Covenants
shall remain in full force and effect as though no amendment
had been executed.


Signed, sealed and delivered
in the presence of:

FORD MOUNTAIN DEVELOPMENT,
INC., a Florida Corporation




Witness


Notary Public



William W. Merrill, Pres.
(corporate seal)

* NOTARY SEAL *

RECORDED THIS THE 25TH DAY OF MAY 2001,  CLERK SC

SECOND AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
HIGHLANDS TOPS II

HEATHERSTONE AT FORD MOUNTAIN

COMES NOW the Declarant, Ford Mountain Development, Inc., and amends that certain Declaration of Restrictive Covenants recorded in Deed Book N-20, Page 48, and as amended by First Amendment recorded in Deed Book W-26, Page 41, all of the Clerk's Office, Rabun Superior Court, as follows:

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

The property subject to this Declaration shall also include the revision of Lots 49, 50 and 54, as per that certain plat of survey dated 11-19-2003, prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042, and recorded in Plat Book 51, Page 78, Clerk's Office, Rabun Superior Court. Said revision identifies the Lots formerly known as 49 and 54 to henceforth be known as Lots 49A, 49B and 49C, with Lot 50 being revised as to the acreage contained in said Lot.

Except for the modification as contained herein, the previous referenced Declaration of Restrictive Covenants shall remain in full force and effect as though no amendment has been executed.

Signed, sealed and delivered
in our presence, this 26th
day of January, 2004:

WITNESS

NOTARY PUBLIC
(SEAL)

MY COMMISSION EXPIRES:

FORD MOUNTAIN
DEVELOPMENT, INC.:

William W. Merrill
WILLIAM W. MERRILL, PRES.

CORPORATE SEAL

ANNE E. WILSON
Notary Public, Rabun County, Georgia
My Commission Expires 12/31/2005

* NOTARY SEAL *

RECORDED THIS THE 28TH DAY OF JANUARY 2004

James J. ... CLERK, S.C.