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ADAMS, CLERK
WHITE COUNTY, GA

Cross Reference:
Declaration of Protective Covenants,
Conditions, and Restrictions for
Highcrest Summit Subdivision,
Phase One and Phase Two as
recorded in Deed Book 1107, Page
70, and amended in Deed Book
1120, Page 317, White County,
Georgia Records.

**Amended Declaration of Protective Covenants, Conditions and
Restrictions for Highcrest Summit Subdivision, Phase One,
Phase Two, and Phase Three**

**After Recording Return To:
Carr & Gibbs, Attorneys at Law, PC
P.O. Box 999
Clarkesville, GA 30523**

**AMENDED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HIGHCREST SUMMIT SUBDIVISION,
PHASE ONE, PHASE TWO AND PHASE THREE**

**STATE OF GEORGIA
COUNTY OF WHITE**

This Declaration of Protective Covenants, Conditions and Restrictions, made this 12th day of November, 2007, by Monroe Ridge Investments, LLC, Highland Crest Development, Inc. and Unicoi Trail, LLC (hereinafter referred to as "Declarants") and affecting ALL THAT TRACT or parcel of land described on the attached Exhibit A, hereinafter referred to as Highcrest Summit Subdivision, Phase One, Phase Two and the attached Exhibit B, hereinafter referred to as Highcrest Summit Subdivision, Phase Three.

WITNESSETH

WHEREAS, Declarants are the present Developers of certain real property in White County, Georgia, known as Highcrest Summit Subdivision, Phase One, Phase Two and Phase Three, which is more particularly described in Article I, hereof, and

WHEREAS, Declarants are desirous of promulgating Restrictive covenants for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots and home sites constructed in said subdivision; and

WHEREAS, Declarants now desire to subject the acreage, known as Highcrest Summit Subdivision, Phase One, Phase Two and Phase Three, to certain covenants, conditions and restrictions as set forth in this Declaration, and desire to retain the right to subject other lands to this Declaration in the future; and

WHEREAS, Declarants desire to form an unincorporated Association which shall have the power and responsibility to maintain and administer certain properties and facilities, and which, as a beneficiary of this Declaration and as agent of the Owners of properties now or hereafter made subject to this Declaration, shall have the power and responsibility to assessments and charges hereinafter created; and

WHEREAS, it is in the best interest, benefit and advantage of Declarants and to each and every person who shall hereafter purchase any of the realty subject to this Declaration, or use the roads and areas designated for access to Highcrest Summit Subdivision, Phase One, Phase Two and Phase Three, that the Covenants, Conditions and Restrictions set forth in this Declaration run with the land covered by this Declaration;

NOW THEREFORE, Declarants do hereby establish and declare the following Protective Covenants, Conditions and Restrictions to apply to the property described in Article I, and any other real property subsequently subjected to this Declaration by

Declarants and adjoining owners and developers by filing of record a Supplement Declaration or Declarations of the hereinafter described Covered Party of future properties which may be known and designated as Covered Properties.

ARTICLE I COVERED PROPERTY

ALL THAT TRACT or parcel of land described on the attached Exhibit A, hereinafter referred to as Highcrest Summit Subdivision, Phase One, and Phase Two and on the attached Exhibit B, hereinafter referred to as Highcrest Summit Subdivision, Phase Three.

Declarants expressly reserve the right to revise said subdivision plan at any time as to any lots still owned by Declarants. No action may be taken by Declarants that is in violation of any provisions of this Declaration.

ARTICLE II OTHER PROPERTY

1. Without further assent or permit, Declarants, for themselves, their heirs and assigns, hereby reserve the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of Highcrest Summit Subdivision, Phase One, Phase Two and Phase Three, by filing of record a supplemental Declaration in respect to the property to be then subjected to this Declaration.
2. Without further assent or permit, Declarants, for themselves, their heirs and assigns, hereby reserve the right, exercisable from time to time, to subject other real property developed as a part of Highcrest Summit Subdivision, Phase One, Phase Two and Phase Three, to other declarations of covenants and restrictions, which other declarations may provide for supplemental declarations thereto.

ARTICLE III PROPERTY OWNERS' ASSOCIATION

1. There shall be a Property Owners' Association to be known as "Highcrest Summit Subdivision, Phase One, Phase Two and Phase Three, Property Owners' Association" which shall have the power and responsibility to maintain and administer the Covenants and Restrictions, and to act as agent of future owners of properties now or hereafter made subject to this Declaration. The Property Owners' Association (hereinafter referred to as the "Association") shall have the power and responsibility to administer and enforce the provisions of this Declaration and any future Amendments hereto, together with the Authority to assess, collect and disburse assessments and

charges herein created, and the Association shall have the powers and responsibility as set forth in this Declaration as may be amended from time to time hereafter.

2. Every person or entity holding record title to any of the covered property shall be a member of the Association. Persons or entities holding an interest as security for the performance of a Deed to Secure Debt, mortgage or other secured interest shall not be entitled to membership in the Association by virtue of said secured interest.
3. There shall be only one class of voting membership which shall consist of all members. The owner of each parcel of land in the covered property shall be entitled to one vote for each parcel owned. If there are multiple owners to a parcel of land, only one vote may be cast for the collective owners.
4. The Declarants, their transferees, executors, administrators and legal representatives shall manage the affairs of the Association prior to the first meeting of the members. The first meeting of the members shall be called by the Declarants at the time, date and place designated by the Declarants, as soon as practicable after 2/3 of subdivision lots described in Article I Covered Property have sold, with notice furnished to members at their last known addresses at least thirty (30) days prior to the said first meeting.
5. The Association shall, after the first meeting of all members, meet at least annually thereafter to conduct the affairs of the Association.
6. At the first annual meeting, the members shall elect three (3) directors, each of whom shall be a member of the Association. One director shall be elected for a term of one (1) year, one director shall be elected for a term of two (2) years, and one director shall be elected for a term of three (3) years. At subsequent annual meetings of the members of the Association, one director shall be elected to replace the director whose term expires at the meeting.
7. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, the director's successor shall be selected by the two remaining directors, and shall serve for the unexpired term of his predecessor.
8. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties in carrying out and managing the affairs of the Association as may be delegated to him by the Board.
9. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors. The Directors may call meetings from time to time to establish policy and carry out the activities of the Association. Any two (2) directors may call a meeting of the Board of Directors upon three (3) days notice, orally or in writing, to the other directors.

10. A majority of the directors shall constitute a quorum for the transaction of business.
11. The three (3) directors elected at the first annual meeting of the members of the Association shall constitute the Board of Directors, and nominations for their election to the Board of Directors shall be made by a nominating committee appointed by the Board. Nominations may also be made from the floor at the annual meeting. One director shall be elected each year to fill the term of this predecessor. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election members or their proxies may cast, in respect to the vacancy, as many votes as they are entitled to exercise under the provisions of this Declaration. The person receiving the largest number of votes shall be the elected director.
12. All annual meetings of the members of the Association shall be held in White County, Georgia, at the date, time and place provided in a Notice mailed to each member at least thirty (30) days prior to said annual meeting. Special meetings of the members of the Association may be called at any time by the Board of Directors, or upon written request of the members of the Association who are entitled to vote one-fourth (1/4) of the votes of the membership.
13. The Board of Directors may appoint among them or a third party, a secretary or person authorized to keep the records of the Association, mail notices of meetings and such other duties as may be delegated to said secretary by the Board of Directors.
14. A majority of the membership of the Association, either in person or by proxy, shall constitute a quorum at the annual meeting or any special called meetings as herein provided. All proxies shall be filed with the secretary at the said meeting of the members of the Association.
15. The Directors shall have the authority to open bank accounts for the business of the Association, and to determine who shall be authorized to sign checks for the Association, file liens or any other legal proceedings on behalf of the Association, enter into contracts for maintenance of roads, easements, common properties, if any, and such other duties as may be delegated from time to time. All matters relating to the collection and disbursement of funds of the Association and accounting of all monies shall be kept current by the Board of Directors in proper books of account. Further, the Board of Directors shall cause to be prepared a proposed annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and to deliver a copy of such accounting to each member.
16. There shall be an annual membership fee of Two Hundred Forty and No/100 Dollars (\$240.00) per parcel of land of covered property due and payable in July of each year and which shall be prorated per parcel at the time of the purchase of the lot. Until the Board of Directors is elected as hereinabove set out, the Declarants shall have the authority to amend the annual membership fee, set any special assessments, and file liens for failure to pay annual membership dues or assessments. All assessments shall be due and payable on the pro-rate basis based upon the number of members representing the parcel of property covered by this Declaration. At and subsequent to the first

annual meeting at which the Board of Directors shall be elected as hereinabove provided, the Board of Directors shall have the authority to levy at any time from time to time special assessments, provided that any such assessments shall be approved by a majority by the members who vote, in person or by proxy, at a meeting of the members at the annual meeting or any special meeting called for such purpose. The dues and assessments may be levied and used by the Board of Directors to further any purpose of the Association in the maintenance or improvements of the covered property, roads and easement system as depicted on the plat hereinabove referred to, or any subsequent revision or amendment thereto, or upon the addition of any properties subsequently added as covered properties in Highcrest Summit Subdivision, Phase One, Phase Two and Phase Three.

17. A water tap fee of One Thousand Seven Hundred and No/100 Dollars (\$1,700.00) per parcel shall be paid to Alpine Helen Investments, LLC at such time as parcel shall tap onto the community water system. A monthly fee of Thirty-Five and No/100 Dollars (\$35.00) per parcel shall be due and payable to Alpine Helen Investments, LLC on the first of each month that said parcel is attached to the community water system. An additional fee of Thirty and No/100 Dollars (\$30.00) shall be due and payable to Alpine Helen Investments, LLC on the first of each month that said parcel is attached to the community water system upon the installation of a swimming pool.
18. A road impact fee of One Thousand Five Hundred and No/100 (\$1,500.00) per parcel shall be paid to Alpine Helen Investments, LLC upon the receipt of a building permit.
19. Each owner of any parcel of covered property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, shall be deemed to be a member of the Association, and subject to pay to the Association the above referenced assessments so declared and said assessments shall become a lien against the property and enforceable as provided by Georgia Law.
20. The terms of this Article of the Declaration may be amended at any regular meeting of the members by a vote of three-fourths (3/4) majority of members, present in person or by proxy except that such amendments shall become effective only when set forth in a duly adopted and recorded amendment to this Declaration, and such amendment may be executed and filed for record by the Board of Directors of the Association, or their duly authorized agent or attorney.
21. Each lot which is now and hereafter made subject to this Declaration shall be exempt from the assessments, charges and liens created herein while owned by the Declarant. Any common properties and any other lot which may be designated for use as such by Declarants shall be exempt from assessments, charges and liens created herein.

**ARTICLE IV
LOTS, ROADS AND COMMON AREAS**

1. All purchasers and person hereinafter claiming title to covered property under Declarants shall have: A non-exclusive right of ingress and egress over and upon the subdivision roads known as Monroe Ridge Road, Clarice Lane and Unicoi Hills Trail.
2. Declarants, their heirs and assigns, shall retain title to all subdivision roads, common properties, if any, within said covered property, and any other area subsequently covered properties. Declarants, for themselves, their heirs and assigns reserve the right to extend the roads within the covered property to serve such additional property not now or hereafter acquired.
3. Declarants, for themselves, their heirs and assigns, reserve a fifteen (15) foot easement within the right of way of said subdivision roads for the purpose of installing and maintaining all utility facilities and for water service and for such other purposes incidental to the development of Highcrest Summit Subdivision, Phase One, Phase Two and Phase Three, and such other adjoining properties as said Declarants, their heirs and assigns, may now own or hereinafter acquire.
4. Declarants reserve the right to determine in their sole discretion when and whether to convey said subdivision roads and common properties, if any, to the Highcrest Summit Subdivision, Phase One, Phase Two and Phase Three, Property Owners' Association, created in Article II, hereof or to dedicate said roads to the County. Any such conveyance to said Association shall be subject to:
 - a. The reservation by the Declarants, their heirs and assigns, of the unobstructed right of ingress and egress over and through the subdivision roads, known as Monroe Ridge Road, Clarice Lane and Unicoi Hills Trail, to reach other property now owned or which may hereafter be acquired by the Declarants, which said right of ingress and egress shall be a covenant running with the land and shall not be defeated for lack of use or maintenance;
 - b. The right of the Declarants, their heirs and assigns, to extend Monroe Ridge Road and/or Clarice Lane and/or Unicoi Hills Trail by connecting said road, or extensions of said road, with roads serving such additional property as the Declarants, their heirs and assigns, may now or hereafter acquire; and
 - c. An unobstructed easement within the right of way of Monroe Ridge Road, Clarice Lane and Unicoi Hills Trail, as shown on the plat of covered property, hereinabove referred to for the purpose of installing and maintaining utility facilities and water service and for such other adjoining properties as said Declarants, their heirs and assigns, now own and hereinafter acquire, which said easement shall be a covenant running with the land and shall not be defeated for lack of use or maintenance.
5. Upon such conveyance to the Association, if and when made, Declarants shall be relieved of their duties under this Article, and the Association shall assume

- and perform such duties, and rights to reimbursement of cost, that Declarants now have hereunder. The Association shall be obligated to accept a conveyance of title to said subdivision roads, common properties, if any, subject to the reservations hereinabove set out, and to accept as well all rights, duties and obligations pertaining thereto, including maintenance therefore, at or after the first annual meeting of the Association as called by the Declarants.
6. For so long as the subdivision roads are private subdivision roads, all subdivision roads shall be maintained at the minimum width for such subdivision roads as required by White County road standards. All exposed earth on either side of the road shall be maintained and grassed, fertilized and cut as needed.
 7. The Declarants, for so long as the subdivision roads are private subdivision roads, may set speed limits on all roads wholly within the subdivision.
 8. The cost of taxes, and the maintaining, repairing and/or improving said subdivision roads shall be divided and shared among the property owners in proportion to the number of lots owned in the subdivision, one share for each lot, or as subsequently modified and changed by the Declarants' successors.
 9. Each owner of any lot of covered property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, shall be deemed to promise to pay to Declarants or their successors the proportional share of the road costs and taxes upon demand by Declarants. Each lot of the covered property is hereby made subject to a lien and a permanent charge in favor of Declarants for such share of the road costs, taxes and the cost of the maintenance of any common areas as may now exist or hereafter be obtained.

ARTICLE V RESTRICTIVE COVENANTS

1. No lot shall be further subdivided or its boundary lines changed without the written consent of Declarants, who reserve the right to re-plot any unsold lot, except that any lot containing 3.00 or more acres may be subdivided into two (2) lots one time but shall not thereafter be re-subdivided.
2. Distribution, electrical power lines, telephone lines, and other utility facilities or Systems on all lots shall be underground except with the prior written approval of Declarants. Easements are hereby reserved for the purpose of installing and maintaining utility facilities and for such other purposes incidental to the development of the property, together with such other and further easements for utilities in reasonable locations which Declarants may deem to be necessary or appropriate for the development of the property for the purposes herein described. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconvenience caused thereby against Declarants, or any utility company or municipality, or any of its agents or servants are hereby waived by the Owners. Declarants do further reserve the right to change, lay

- out a new or discontinue any road, street, avenue or way on the property not necessary for ingress and egress to and from an Owner's lot, subject to the approval of the applicable governmental bodies, if required.
3. No lot shall be used to provide access to any adjoining land which is not a part of the property subject to these covenants, except for Declarants.
 4. House trailers, mobile homes, singlewides, doublewides or larger shall not be either temporarily or permanently placed upon or kept on any lot.
 5. The enclosed, heated ground floor living area, exclusive of basements, garages, carports, porches, terraces and bulk storage area of all houses shall not be less than 1000 square feet. Homes that have two stories shall have a minimum of 720 square feet of enclosed heated living space on the first or main floor, except lots two (2) through nine (9) inclusive, twenty-three (23) and twenty-four (24), which may be a minimum of 1000 square feet.
 6. All structures must be of wood construction, and exterior siding to be of wood finished in brown tones with the exceptions of roofing which shall be red or green metal, and all shall be finished on the outside.
 7. House construction must be completed within twelve (12) months after commencement of said construction.
 8. No metal buildings are allowed.
 9. Only one single family dwelling shall be allowed on each lot.
 10. All garages, carports or out building shall match the residence located on the lot in color, texture and design.
 11. No fence or similar improvement shall be constructed without the prior written approval of the Declarants or the Association.
 12. Window or through the wall air conditioners shall not be visible from the street or shall be screened so that air conditioners are not visible.
 13. No building shall be constructed within 15 feet of the front and rear of the property line nor within 15 feet of the side lot lines, except Lots 3, 7, 8, 9, 16 and 24, which may be constructed within 10 feet of property line.
 14. Noxious or offensive activity shall not be allowed upon any lot nor shall be done thereon which may be or may become an annoyance or nuisance for the neighborhood. No improper, offensive or unlawful use may be made of any lot, nor any part thereof, and all laws, zoning ordinances and regulation of all government bodies having jurisdiction shall be observed.
 15. The pursuit of hobbies or other activities, whether commercial or personal, including specifically the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorder, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of any lot.
 16. All playground equipment, swing sets, swimming pools or recreational equipment shall be located in the rear of the lot or side of the lot not visible from the street.
 17. Absolutely no automobile repair shops of any type will be permitted.
 18. No commercial businesses or activity of any kind is permitted except for a home type business (i.e. administration, internet, managerial) which does not create a nuisance or result in traffic upon the roads of the subdivision.

19. Homes may be rented out either for vacation rental use or long term rentals but must not become a nuisance or offensive to the neighboring parties.
20. The noise from televisions, radios, musical instruments or motor vehicles should not be so loud as to cause disturbances to the other properties.
21. No swine, cattle, horses, goats, sheep or chicken shall be kept or maintained on any part of the property. Household pets shall be allowed so long as the number of such pets does not exceed three pets per species. All housing for pets shall be located in the rear of the lot or side of the lot not visible from the street.
22. Dogs and cats shall not be allowed to run loose and must be contained within their property boundaries and shall be kept indoors at night.
23. No property owner is allowed to plant trees, shrubs, etc. that will directly obstruct the mountain view of other property owners. Declarants' or the Association's decision will rule if plantings are in question.
24. Each lot shall be maintained and kept in a clean, neat and orderly fashion. Lots shall be landscaped within thirty (30) days of completion or occupancy of the residence. Grass and other landscaping shall be cut on a regular basis, so as to maintain a neat and orderly appearance.
25. Any and all ground cuts or bank cuts must be covered and stabilized by either grass, landscaping, stones or retaining wall for sediment control and to cover the red clay.
26. No part of said land shall be used or maintained as a dumping ground for rubbish, garbage or refuse. Trash, garbage and other waste shall be kept in sanitary containers in the rear of home.
27. All lots which have been sold or transferred may be maintained by the Declarants or by the Association in the event that the owner fails to do so. The expense of maintaining the lot may be charged as a lien by the Declarants or the Association in the same manner as a lien for failure to pay assessments.
28. Propane fuel tanks shall be kept to side or rear of lot and shall be screened with either landscaping or decorative lattice.
29. No campers or recreational vehicles, motorcycles or boats are to be left on the premises without current registrations. Campers or recreational vehicles cannot be used as temporary housing. If kept on premises, they must be parked on the rear or side of property and not in the front or on the road. No inoperable or wrecked vehicles shall be permitted on any lot.
30. Motorcycles, motor bikes, four wheelers, three wheelers, dune buggies, go carts, or any other type of motorized vehicles designed primarily for off road use shall not be permitted except for storage on the lot. The Declarants shall be permitted to use such motorized vehicles for transportation to job sites within the subdivision.
31. Tent camping is not permitted.
32. No commercial trucks of any type (semis, tractor trailers, box trucks, low boys, transport vehicles, buses larger than a pick up truck or flat beds, etc.) can be parked on any lot at any time or for any purpose, except during construction.

33. Any and all motor vehicles which are not in regular use must be stored in an enclosed garage. No inoperable vehicles or junk cars may be stored on any lot.
34. No signs are permitted on premises other than street address, name, for sale or rent signs. These signs are to be no larger than six (6) square feet.
35. Subdivision signs may exceed six (6) square feet.
36. No parking shall be allowed on subdivision roadways or easements.
37. No driveway may be more than thirty (30) feet wide at roadway edge.
38. All driveways must have proper water drainage and be finished with either asphalt, concrete or brick stone or sufficient gravel so puddling or mud does not show through.
39. All outdoor lighting shall be so shaded and directed such that the light there from is directed to fall only on the same premises where the light sources are located and shall not be obtrusive to the neighboring properties.

ARTICLE VI SALE OF LOTS

Declarants may undertake the work of developing all of the lots within the subdivision; the completion of that work and the sale, rental or other disposition of residential units and other tracts is essential to the establishment and welfare of the subdivision of an ongoing community. In order that such work may be completed as soon as possible, nothing in this Declaration shall be understood or construed to: (1) prevent Declarants, or their employees, contractors or subcontractors, from doing on any part or parts of the subdivision owned or controlled by the Declarants whatever Declarants may determine may be reasonably necessary or advisable in connection with the completion of such work; (2) prevent Declarants, or their employees, contractors or subcontractors, from constructing and maintaining on any part or parts of the subdivision owned or controlled by Declarants such structures as may be reasonably necessary for the completion of such work and the disposition of lots and homes for sale, lease or otherwise; (3) prevent the Declarants, or their employees, contractors or subcontractors from conducting on any part or parts of the subdivision property owned or controlled by Declarants the business of completing such work and of disposing of lots and homes for sale, lease or otherwise; or (4) prevent Declarants, or their employees, contractors or subcontractors, from maintaining such sign or signs on any of the lots and homes owned or controlled by Declarants as may be necessary in connection with the sale, lease or other disposition of subdivision lots and homes.

ARTICLE VII EXERCISE AND TRANSFER OF RIGHTS

All easements, benefits, rights and powers reserved to Declarants, or created in or exercisable by Declarants under any provisions of this Declaration, may be conveyed or assigned, either in whole or in part, by Declarants, their heirs, administrators and

executors, to third parties, including but not limited to the herein referenced Highcrest Summit Subdivision, Phase One, Phase Two and Phase Three, Property Owners' Association.

ARTICLE VIII ENFORCEMENT

Enforcement of these Covenants, Conditions and Restrictions contained herein, or of any other provision hereof, shall be by an appropriate proceeding at law and in equity against any person or persons violating or attempting to violate any of said provisions hereof, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land, to enforce any lien or charge. The failure of Declarants, the Association, or any member to enforce any of said Covenants, Conditions and Restrictions or other provisions of this Declaration shall not be deemed a waiver of the right to do so thereafter.

ARTICLE IX SEVERABILITY

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision be held ineffective or invalid, such holding shall not affect the validity of any other provision, and to this end, the provisions of this Declaration are declared to be severable.

IN WITNESS WHEREOF, Declarants have executed this Declaration the day and year hereinabove written.

MONROE RIDGE INVESTMENTS, LLC

William V. Gifford WITNESS
Leslie Colaco MEMBER

HIGHLAND CREST DEVELOPMENT, INC.

William V. Gifford WITNESS
Leslie Colaco - PRES. PRESIDENT

UNICOI TRAIL, LLC

William V. Gifford WITNESS
Leslie Colaco MEMBER



Acknowledged before me this 12th day of November 2007, by Leslie Colaco, Member, Monroe Ridge Investments, LLC, by Leslie Colaco, President, Highland Crest Development, Inc. and by Leslie Colaco, Member, Unicoi Trail, LLC.

Leslie Gift
NOTARY PUBLIC

Personally Known

LESLIE GIFT
Notary Public, State of Georgia
Habersham County
My Commission Expires
April 11, 2010

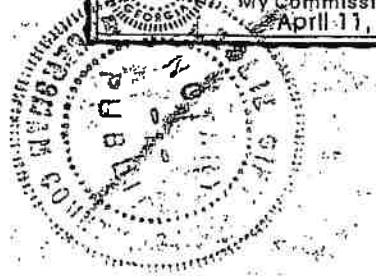


EXHIBIT A

All that tract or parcel of land lying and being in land lot 35 of the 6th land division of White County, Georgia, containing 12.25 acres, more or less, all in accordance with Plat of Survey dated March 28, 1936, prepared for James B. Cook, by Eddie Wood, County Surveyor, White County, Georgia, recorded in Plat Book 112, page 112, Office of Clerk of Superior Court, White County, Georgia. Reference is hereby made to said Plat of Survey and the report thereof for a more complete description of said property.

Said tract is an unobstructed and non-exclusive right of ingress and egress over and along the right-of-way of the old horse road, an old public road, the course of which is shown as the "driveway" meaning in a westerly direction from the southerly right-of-way of the above-described tract (Plat Book 112, page 112) and over said between Tracts 2 and 3 of the Plat of Survey dated May 14, 1976, prepared for Nelson C. McCoy, Jr., by Robert Lowell, Georgia Registered Land Surveyor, recorded in Plat Book 10, page 56, said Clerk's Office, and connecting to the south-east point corner of said Tract 3 and Tract 2. Said right shall not be detached for lack of use or maintenance, but shall be a covenant running with the land.

Said tract is an unobstructed and non-exclusive right of ingress and egress over and through the 25-foot roadway described and conveyed in Executive Deed dated September 23, 1967, executed by the above-described and legal heirs to Ellen B. Hutchinson, recorded in Plat Book 11, page 37, said Clerk's Office, which 20-foot roadway extends in a southerly direction from said public road known as the old horse road, and runs in a southerly direction to the intersection of said 25-foot roadway with the old horse ridge road, the corner of said 25-foot roadway being shown on the following Plat of Survey, to-wit:

1. In the southerly road connecting with the above-described "driveway" which connecting road runs in a southerly direction along and over the southerly side of said Tract 2 of said Plat of Survey dated May 14, 1976, which Plat of Survey is recorded in Plat Book 10, page 56, said Clerk's Office being the Plat of Survey dated May 14, 1976, prepared for Nelson C. McCoy, Jr., by Robert Lowell, Georgia Registered Land Surveyor; and

2. In the roadway over and along said tract 2, and extending thence in a southerly direction over and along the southerly boundary of the 7.5 acre tract delineated by the Plat of Survey dated May 14, 1976, recorded May 20, 1977, Registered Land Surveyor, which roadway runs in a southerly direction along and over the top of the ridge, as shown on said Plat of Survey, which Plat of Survey is recorded in Plat Book 10, page 56, said Clerk's Office being the Plat of Survey dated May 14, 1976, prepared for Nelson C. McCoy, Jr., by Robert Lowell, Georgia Registered Land Surveyor; and extending thence to said road or drive's intersection with the southerly boundary of the above-described 12-acre tract.

Said right of ingress and egress shall not be detached for lack of use or maintenance, but shall be a covenant running with the land.

Said tract is an unobstructed and non-exclusive right of ingress and egress over and along the southerly boundary of the 7.5 acre tract delineated by the Plat of Survey dated May 14, 1976, recorded May 20, 1977, Registered Land Surveyor, which roadway runs in a southerly direction along and over the top of the ridge, as shown on said Plat of Survey, which Plat of Survey is recorded in Plat Book 10, page 56, said Clerk's Office being the Plat of Survey dated May 14, 1976, prepared for Nelson C. McCoy, Jr., by Robert Lowell, Georgia Registered Land Surveyor; and extending thence to said road or drive's intersection with the southerly boundary of the above-described 12-acre tract.

Said tract is an unobstructed and non-exclusive right of ingress and egress over and along the southerly boundary of the 7.5 acre tract delineated by the Plat of Survey dated May 14, 1976, recorded May 20, 1977, Registered Land Surveyor, which roadway runs in a southerly direction along and over the top of the ridge, as shown on said Plat of Survey, which Plat of Survey is recorded in Plat Book 10, page 56, said Clerk's Office being the Plat of Survey dated May 14, 1976, prepared for Nelson C. McCoy, Jr., by Robert Lowell, Georgia Registered Land Surveyor; and extending thence to said road or drive's intersection with the southerly boundary of the above-described 12-acre tract.

Said tract is an unobstructed and non-exclusive right of ingress and egress, together with an easement for above-ground and below-ground utility facilities, via the "proposed 25-foot road easement" shown on the Plat of Survey dated March 28, 1936, prepared for the U.S. Rural Business Administration by Eddie Wood, County Surveyor, White County, Georgia, recorded in Plat Book 112, page 112, said Clerk's Office, and the southerly boundary of which shall be a line parallel to and 25 feet from said southerly boundary. Said right shall not be detached for lack of use or maintenance, but shall be a covenant running with the land.

Said tract is an unobstructed and non-exclusive right of ingress and egress, together with an easement for above-ground and below-ground utility facilities, via the "proposed 25-foot road easement" shown on the Plat of Survey dated March 28, 1936, prepared for the U.S. Rural Business Administration by Eddie Wood, County Surveyor, White County, Georgia, recorded in Plat Book 112, page 112, said Clerk's Office, and the southerly boundary of which shall be a line parallel to and 25 feet from said southerly boundary. Said right shall not be detached for lack of use or maintenance, but shall be a covenant running with the land.

Said tract is an unobstructed and non-exclusive right of ingress and egress, together with an easement for above-ground and below-ground utility facilities, via the "proposed 25-foot road easement" shown on the Plat of Survey dated March 28, 1936, prepared for the U.S. Rural Business Administration by Eddie Wood, County Surveyor, White County, Georgia, recorded in Plat Book 112, page 112, said Clerk's Office, and the southerly boundary of which shall be a line parallel to and 25 feet from said southerly boundary. Said right shall not be detached for lack of use or maintenance, but shall be a covenant running with the land.

ALSO CONVEYED

ALL THAT TRACT or parcel of land lying and being in Land Lot 15 of the 6th Land District, White County, Georgia and being more particularly described as follows: Beginning at a point on the Original Land Lot Line between Land Lots 15 and 14 of the 6th Land District, said point being S. 83 degrees 27 minutes 41 seconds W. a distance of 766.21 feet from the Original Land Lot Corner between Land Lots 14, 15, 27, and 28 of the 6th Land District White County, Georgia; thence from said point of beginning S. 89 degrees 18 minutes 44 seconds W. for a distance of 471.79 feet thence N. 36 degrees 14 minutes 23 seconds W. for 38.82 feet; thence S. 24 degrees 49 minutes 11 seconds W. for a distance of 86.87 feet; thence N. 28 degrees 23 minutes 05 seconds W. for a distance of 1225.71 feet; thence N. 27 degrees 23 minutes 46 seconds E. for a distance of 3067.28 feet; thence S. 25 degrees 18 minutes 27 seconds E. for a distance of 12333 feet; thence E. 45 degrees 39 minutes 43 seconds E. for a distance of 68.61 feet; thence S. 50 degrees 05 minutes 20 seconds E. for a distance of 50.76 feet; thence S. 37 degrees 31 minutes 16 seconds E. for a distance of 69.90 feet; thence S. 10 degrees 26 minutes 49 seconds E. for a distance of 82.52 feet; thence N. 32 degrees 07 minutes 17 seconds E. for a distance of 33.45 feet; thence E. 69 degrees 22 minutes 54 seconds E. for a distance of 127.11 feet; thence S. 77 degrees 06 minutes 08 seconds E. for a distance of 128.91 feet; thence N. 46 degrees 07 minutes 10 seconds E. for a distance of 84.95 feet; thence S. 30 degrees 13 minutes 36 seconds E. for a distance of 34.89 feet; thence S. 59 degrees 39 minutes 18 seconds E. for a distance of 62.51 feet; thence S. 75 degrees 00 minutes 02 seconds E. for a distance of 42.73 feet; thence N. 4 degrees 18 minutes 39 seconds W. for a distance of 1245.63 feet to the point of beginning. 334.

ALSO CONVEYED:

ALL THAT TRACT or parcel of land lying and being in Land Lot 15 of the 6th Land District, White County, Georgia and being more particularly described as follows: Beginning at a point on the Original Land Lot Line between Land Lots 15 and 14 of the 6th Land District, said point being S. 83 degrees 27 minutes 41 seconds W. a distance of 766.21 feet from the Original Land Lot Corner between Land Lots 14, 15, 27, and 28 of the 6th Land District, White County, Georgia; thence from said point of beginning S. 89 degrees 18 minutes 44 seconds W. for a distance of 471.79 feet thence N. 36 degrees 14 minutes 23 seconds W. for 38.82 feet; thence S. 24 degrees 49 minutes 11 seconds W. for a distance of 86.87 feet; thence N. 28 degrees 23 minutes 05 seconds W. for a distance of 1225.71 feet to the point of beginning. 334.

LESS & EXCEPT

All that tract or parcel of land lying and being in Land Lot 15 of the 6th District of White County, Georgia containing 2.28 acres according to a plat of survey prepared by Richard H. Hallock, Registered Surveyor, for James R. Cook, Jr. dated December 29, 1929 and recorded in Plat Book 50, page 177, Clerk's office, White County, Georgia. 334 property is more particularly described as follows:

BEGINNING at an iron pin located on the south side of Moore's Ridge Road, said iron pin being located 8.3 miles from the intersection of the Abernathy Road with Moore's Ridge Road; said iron pin is also a point common to the property herein conveyed and the property now or formerly of Hattie; thence along road with the westerly right-of-way of Moore's Ridge Road S 75° 12' 30" E 123.73 feet to a point; thence S 45° 35' 45" E 66.81 feet; thence S 50° 05' 20" E 92.25 feet; S 37° 22' 11" E 63.61 feet; thence S 10° 27' 32" E 92.79 feet to an iron pin; thence S 37° 54' 25" E 55.64 feet to a pointed tree; thence S 13° 07' 58" E 127.20 to an iron pin; thence S 32° 21' 05" W 177.94 feet to an iron pin; thence S 50° 35' 24" W 192.54 feet to an iron pin; thence N 05° 24' 18" E 180.67 feet to an iron pin; thence N 71° 47' 07" W 137.05 feet to a point in the corner of a 10' road easement; thence N 73° 47' 00" W 25.73 feet to an iron pin; thence S 77° 18' 57" W 245.15 feet to an iron pin; thence N 62° 18' 14" W 122.00 feet to an iron pin; thence N 27° 55' 45" E 36.00 feet to an iron pin; thence N 27° 55' 45" E 65.62 feet to the Point of Beginning. This conveyance is made subject to all existing easements for rights-of-way and utilities.

This conveyance is made subject to the reservation of a 30 foot road easement extending from Moore's Ridge Road to property of United as delineated on the above referred to plat.

THIS CONVEYANCE described tract of land is conveyed SUBJECT TO existing easements and rights of way for public roads and highways and public utilities, if any, extending to, through, over or across the above described property.

LESS AND EXCEPT

ALL THAT TRACT or parcel of land lying and being in Land Lot 15 of the 6th Land District of White County, Georgia, containing 1.00 acres, more or less, according to a plat of survey dated December 19, 1999, prepared for Habitat for Humanity by Richard H. Holcomb, RLS, and recorded in Plat Book 47, Page 110, White County, Georgia deed records, said plat and the record thereof being incorporated herein by reference for a more particular description.

WCC

EXHIBIT B

ALL THAT TRACT or parcel of land lying and being in Land Lot 15 of the 6th Land District of White County, Georgia, and being more particularly described as follows: BEGINNING at a gap at the top of a ridge on the East original Land Lot Line of said Land Lot Number 15 and at the point where the old logging road intersects said original Land Lot Line; thence along and with said old logging road in a Westerly direction to an iron pin located on the Easterly side of Monroe Ridge Road, now known as Eschenbrenner Road, said iron pin being located 6 feet, more or less, southwesterly from a telephone pole; thence up and along the easterly side of Eschenbrenner Road in a northwesterly direction to a point where an old woods road intersects said Eschenbrenner Road; thence along and with said old woods road in a northeasterly direction to a point where an old abandoned field road intersects said old woods road; thence in an easterly direction to a point on the western edge of a pasture; thence across said pasture in a southeasterly direction to an electric pole at the south edge of said pasture; thence east to an iron pin; thence in a southeasterly direction to a point at a cattle crossing on a branch, said point being marked by a poplar tree; thence in a southeasterly direction to a point on the East line of said Land Lot Number 15; thence along and with said East original Land Lot Line South to the top of the ridge and beginning corner, containing 25.00 acres, more or less, more particularly described in Plat of Survey by Eddie Hood, White County Surveyor, dated March 1, 1990, for U.S. Small Business Administration which shows 16.26 acres.

ALSO CONVEYED is the right of ingress and egress running from Old Original Burton Road across other property now or formerly of Mrs. Gus Abernathy around the edge of pasture now or formerly of Mrs. Gus Abernathy to a pine tree at property herein described.