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PAUL FALCETTI
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COUNTY OF HABERSHAM

STATE OF GEORGIA

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ROCKFORD FARM**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ROCKFORD FARM (THIS
"DECLARATION")**, made on the date hereinafter set forth by ROCKFORD PROPERTIES, LLC,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Habersham County, Georgia,
which is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 88, 89, 90, and 91 of the 12th
Land District of Habersham County, Georgia and being commonly known as Rockford Farm
Subdivision (the "Property"), and as more fully described on Exhibit A attached hereto and
incorporated herein by reference.

Now THEREFORE, Declarant hereby declares that the Property shall be held, sold and
conveyed subject to the following easements, restrictions, covenants and conditions, which are for
the purpose of protecting the value and desirability of and which shall run with the Property and

and such additions thereto as may hereafter be brought within the jurisdiction of the Association subject to applicable law.

- 1.13 "Subdivision Plat" shall mean and refer to that certain plat of the Property and the Outparcel prepared by Construction Engineering Services, Inc., James W. Wooley, Georgia Registered Land Surveyor No. 1478, dated October 30, 2006, last revised February 20, 2007, and filed March 13, 2007, in Plat Book 59, pages 229, 230 and 231, Records of Habersham County, Georgia.

ARTICLE II PROPERTY RIGHTS

Easements of Enjoyment and Ingress and Egress

- 2.01 Each Owner, the Association and the Declarant shall have a right and easement of enjoyment in and to the Common Area, if any, and a right of passage across the roads shown on the Subdivision Plat (the "Roads"), which rights shall be appurtenant to and shall pass with the title to every Lot and the Common Area subject to (i) all reservations, exceptions and conditions, if any, included in the warranty deed to Declarant recorded in Deed Book 710, Page 394, Habersham County, Georgia Records, (ii) any easements for ingress and egress existing, if any, of record in Habersham County, Georgia; and (iii) the terms of this Declaration.
- 2.02 The Association shall have a right of access and easement for the enjoyment, maintenance and improvement in and to an area equal to (a) 35' feet from each side of the centerline along the length of Rockford Farm Drive (the "Rockford Road Easement"), (b) 35' feet from the right-of-way along the length of Buckhorn Road where it is adjacent to the Property (the "Buckhorn Road Easement") and (c) 15' from, and along the length of, the Northwestern property line of Lot 28 which is 272.25' in length as shown on the Subdivision Plat (the "Lot 28 Property Line Area") which shall also include rights of ingress and egress on and over Lot 28 to, from and between the Lot 28 Property Line Area and the cul-de-sac of Mountain Vista (the "Lot 28 Easement" and together with the Rockford Road Easement, the "Entrance Easements"). To the extent affected thereby, the Entrance Easements shall be appurtenant to and shall pass with the title to every Lot and the Common Area.
- 2.03 Each Owner and the Association shall enjoy the rights and benefits of the Easement Agreement; provided, however, that such rights and benefits shall expire immediately upon the earliest to occur of (a) such time as an amendment to this Declaration is recorded pursuant to Paragraph 8.10 below effecting the addition of the Outparcel to the Property (which addition is not required) or (b) the termination of the Easement Agreement which, by its terms and hereby acknowledged by the Owners and the Association, may be effected by a written termination executed solely by the declarant of the Easement Agreement and recorded in the Official Records of Habersham County, Georgia.

be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

- 1.01 "Architectural Control Committee" or "ACC". See Paragraph 7.23 below.
- 1.02 "Association" shall mean and refer to Rockford Farm Home Owners' Association, Inc., a Georgia nonprofit corporation, which Association shall be governed by the Bylaws.
- 1.03 "Board" shall mean the board of directors of the Association, as set forth in the Bylaws.
- 1.04 "Bylaws" shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit B, as such may be amended or restated from time to time.
- 1.05 "Common Area" shall mean all real property within the Property owned by the Association for the common use and enjoyment of the Owners.
- 1.06 "Declarant" shall mean and refer to ROCKFORD PROPERTIES, LLC, its successors and assigns.
- 1.07 "Easement Agreement" shall mean that certain Declaration of Restrictions, Covenants and Easements, dated _____, 2007, and recorded in Deed Book _____, Page _____, Official Records of Habersham County, Georgia, said Declaration being incorporated herein by reference.
- 1.08 "Lot" shall mean and refer to any plot of land or parcel shown on the Subdivision Plat with the exception of the Common Area and the Outparcel.
- 1.09 "Majority" shall have the meaning ascribed to it under the Bylaws.
- 1.10 "Outparcel" shall mean and refer to all that tract or parcel of land labeled as the "Out Parcel" on the Subdivision Plat, and as more fully described on Exhibit C attached hereto and incorporated herein by reference, which is currently governed by the Easement Agreement but which may be added to the Property and brought within the jurisdiction of the Association as provided in this Declaration.
- 1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.12 "Property" shall mean and refer to that certain real property herein before described

Delegation of Use

- 2.04 Any Owner may delegate, in accordance with the Bylaws, the rights granted in Paragraphs 2.01 and 2.03 above to the members of his family, his tenants or contract purchasers who reside on the Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

- 3.01 Each Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
- 3.02 The Association shall allow voting privileges of one vote for each Lot owned, Declarant included. When more than one person holds an interest in any Lot, the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV BOARD OF DIRECTORS

- 4.01 The affairs of the Association shall be governed by the Board. As long as the Declarant owns any Lot, (a) the Declarant has the right to determine, in its sole discretion and from time-to-time, the number of directors of the Board, and (b) the Declarant has the right to elect, in its sole discretion and from time-to-time, each and all directors of the Board. From and after the time the Declarant no longer owns any Lot, the Board shall be initially composed of one (1) person. The directors shall be Owners or spouses of such Owners; provided, however, that no Owner and his or her spouse may serve on the Board at the same time. Notwithstanding the above, so long as the Declarant owns any Lot, the directors need not be Owners. From and after the time the Declarant no longer owns any Lot, the number of directors shall be fixed from time to time by resolution of the Board.
- 4.02 The directors shall be elected as provided below. Each director, except in case of death, resignation, retirement, disqualification or removal, shall serve until the next succeeding annual meeting and thereafter until his successor shall have been elected and qualified.
- 4.03 At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by the members holding at least seventy-five percent (75%) of the votes who are present at such meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

- 4.04 Vacancies in the Board caused by any reason, including the addition of a new director or directors but excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board for the remainder of the term of the director being replaced. Said director shall serve until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term.
- 4.05 Directors shall not be compensated unless and to the extent the members of the Association authorize at a meeting duly called for that purpose.
- 4.06 Nomination for election to the Board shall be made by a nominating committee which shall consist of three (3) members appointed by the Board to serve from the close of one annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals, but no less than the number of directors to be elected. The nominations shall be made at least twenty-one (21) days prior to the annual meeting, and a brief statement of the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the floor at the meeting. Failure to comply with the provision hereof shall in no way invalidate the election of directors so nominated.
- 4.07 Directors shall be elected from among those nominated by the affirmative vote of the Majority who are present at the annual meeting, a quorum being present.
- 4.08 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six months. The Board shall meet within ten (10) days after each annual meeting of members.
- 4.09 Special meetings of the Board may be called by the President on three (3) days notice to each director given by mail, in person, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary or Treasurer in like manner and on like notice on the written request of as least two (2) directors.
- 4.10 A quorum of directors shall be deemed present throughout any Board meeting at which a majority of the directors are present at the beginning of such meeting.
- 4.11 The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the Board when not in conflict with this Declaration or the Bylaws.

- 4.12 Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board.
- 4.13 The Board shall exercise for the Association all powers, duties and authority vested therein by this Declaration and the Bylaws, except for such powers, duties and authority reserved thereby to the members of the Association or the Declarant. The Board shall have the following powers and duties each of which it may exercise at its sole discretion from time-to-time:
- (a) to elect and remove the officers of the Association as hereinafter provided;
 - (b) to administer the affairs of the Association;
 - (c) to engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Common Area, the Outparcel or any part thereof for all of the Owners, upon such terms and for such compensation as the Board may approve, including a Managing Agent which is affiliated with one or more directors, or the Declarant, or both;
 - (d) to administer, manage and operate the Common Area, the Outparcel and recreational facilities located thereon, and to formulate policies therefor;
 - (e) to adopt rules and regulations, with written notice thereof to all Owners, governing the details of the administration, management, operation and use of the Common Area, the Outparcel and any recreational facilities located thereon, and to amend such rules and regulations from time to time;
 - (f) to provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Area, the Outparcel and any recreational facilities located thereon and payments therefor, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;
 - (g) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Area or the Outparcel, or for making emergency repairs therein necessary to prevent damage to the Common Area or the Outparcel or to one or more other Lots;
 - (h) to obtain adequate and appropriate kinds of insurance;
 - (i) to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and the Outparcel, and to delegate any such powers to a Managing Agent (and any employees or agents of a Managing Agent);

- (j) to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board, including, without limitation, the ACC;
- (k) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (l) to estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the Owners the annual fees and special assessments, and to levy fines against one or more occupants in accordance with this Declaration;
- (m) to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Common Area, the Outparcel and any recreational facilities located thereon;
- (n) to enter into agreements or arrangements for premises suitable for use as accommodations for maintenance or management personnel, upon such terms as the Board may approve;
- (o) to bid and purchase, for and on behalf of the Association, any lot, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for annual fees, special assessments or both, or any order or direction of a court, or at any other involuntary sale, upon the affirmative vote of not less than seventy-five percent (75%) of the votes of Owners at a meeting duly called for that purpose, provided that the Owners shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such lot or interest therein;
- (p) to make such mortgage arrangements and special assessments proportionately among the respective Owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Lot, or interest therein, by the Association; provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in the Property other than the Lot, or, interest therein, to be purchased or leased;
- (q) to act in a representative capacity in relation to matters involving the Common Area, the Outparcel or more than one Lot, on behalf of the Owners, as their interests may appear;
- (r) to enforce by legal means the provisions of this Declaration and the Bylaws with respect to the Property;
- (s) to renew, extend or compromise indebtedness owed to or by the Association;
- (t) unless otherwise provided in this Declaration, to comply with the instructions

expressed in a resolution duly adopted by the Owners at any annual or special meeting of the Association;

- (u) the Association shall (i) have all powers permitted to be exercised by a nonprofit corporation and (ii) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in this Declaration and the Bylaws;
- (v) to perform all obligations of the Association and any Owner under the terms of the Easement Agreement; and
- (w) to set forth and implement a schedule of fines and conduct to which such fines may apply and to levy such fines against any Owner for such non-compliant conduct.

Notwithstanding anything contrary set forth in this Paragraph 4.13, it is expressly acknowledged by the Association and the Owners that until such time, if ever, that the Outparcel is added to the Property pursuant to an amendment in accordance with Paragraph 8.10, all rights, benefits and obligations in and to the Outparcel are pursuant solely to the Easement Agreement and the same shall terminate and expire immediately upon the termination or expiration of the Easement Agreement. It is further acknowledged by the Association and the Owners that the declarant of the Easement Agreement shall have the authority to enforce the terms of the Easement Agreement.

- 4.14 Nothing in this Declaration, the Articles of Incorporation of the Association (the "Articles"), or the Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Owners.

ARTICLE V OFFICERS

- 5.01 At each regular annual meeting of the Association, after the election of the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote:
- (a) a President who shall be a director and who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive officer of the Association;
 - (b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Owners and shall be designated as the officer to mail and receive all notices served by or upon the Board or the Association and execute amendments to the Declaration and the Bylaws, and shall, in general, perform all the duties incidental to the office of Secretary, and who may be a representative of the Managing Agent;

- (c) a Treasurer, who shall be responsible for financial records and books kept and reported; provided, however, that the duties of the Treasurer may be performed by an employee or independent contractor retained by the Board; and
- (d) such additional officers as the Board shall see fit to elect.

Any two or more offices may be held by the same person.

- 5.02 The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.
- 5.03 Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.
- 5.04 Vacancies in any office shall be filled by the Board by a majority vote of the directors present at a special meeting of said Board. Any officer so elected by the Board to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds.
- 5.05 The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Owners at a meeting duly called for that purpose.

ARTICLE VI COVENANT FOR MAINTENANCE FEE AND ASSESSMENT

Creation of Lien and Personal Obligation of Fees and Assessments

- 6.01 Each Owner, by acceptance of deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual fees or charges for the purposes stated in Paragraph 6.03 below, (2) special assessments for capital improvements to the Common Area and the Outparcel, such assessments to be established and collected as hereinafter provided, and (3) any fines levied by the Board, as contemplated by Paragraph 4.13(w) above. Declarant is expressly excluded from payment of any annual fees or special assessments. The annual fees and special assessments, together with interest, costs, and reasonable attorney fees, shall be the obligation of the person who was the Owner of such Lot at the time when said fee or assessment fell due.

Roads

- 6.02 If the Roads are not publicly dedicated to Habersham County, Georgia, the Roads will be solely maintained by Declarant until fifty percent (50%) of the Lots are sold

to third parties; after fifty (50%) of the Lots are sold, the Association shall be responsible for all of the maintenance and repairs of the Roads. The Roads shall be maintained at least once every three (3) months.

Purpose of Fees and Assessments

- 6.03 The fees and assessments levied by the Association shall be used exclusively; (a) to promote the recreation, health, safety, and welfare of the residents of the Property; (b) for the improvement and maintenance of the Common Area, street signs, the Roads (provided they are not county maintained), fencings, plantings and any other elements added or improved by the Declarant or the Association; and (c) to perform the obligations of the Association under the Easement Agreement.
- 6.04 The initial annual fee per each Lot shall be Three Hundred Dollars (\$300) per Lot until the Board determines otherwise. The amount of such annual fee shall be adequate to pay for all expenses, fees and charges contemplated by Paragraph 6.03.
- 6.05 In addition to annual fees, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part: (a) the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area or the Outparcel, including, but not limited to, fixtures and personal property related thereto, provided that any such assessment shall require the approval of the Majority present at a meeting duly called for said purpose and (b) any extraordinary fees or expenses due under the Easement Agreement.
- 6.06 Any action for the levy of a special assessment shall be taken at a meeting called for such purpose, written notice of which shall be sent to all members of the Association not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Votes shall be cast and counted in accordance with the Bylaws.
- 6.07 Notwithstanding anything to the contrary set forth in this Article VI, the Association may not levy any fees or assessments arising out of the Easement Agreement if (a) the Easement Agreement has been terminated or has expired or (b) the Outparcel has been added to the Property pursuant to Paragraph 8.10.

Uniform Rate of Fee and Assessment

- 6.08 Both annual fees and special assessments shall be fixed at a uniform rate for all Lots not owned by the Declarant and shall be collected pursuant to Paragraph 6.09 below.

Notice of Annual Fee: Due Dates

- 6.09 The Board shall fix the amount of the annual fee against each Lot at least sixty (60) days in advance of each annual fee period, which annual fee period shall run from January 1 to December 31 of each calendar year. Written notice of the annual fee

shall be sent to each Owner subject thereto. Payment of each annual fee shall be due and payable on January 1 of each calendar year for such upcoming fee period; provided, however, any annual fee shall be prorated if such Lot is owned for a partial year, and payment for such annual fee shall be due and payable at the closing of the purchase of such Lot. Notwithstanding the foregoing, for all Lots purchased on or before December 31, 2007, no annual fees shall be due and payable until January 1, 2008 for the period running from January 1, 2008 to December 31, 2008.

- 6.10 Declarant is specifically excluded from fees and assessments until such time as all Lots are sold to third parties.

Effect of Nonpayment of Fees and Assessments; Remedies of the Association

- 6.11 Any fee, assessment or fine not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum (the "Unpaid Assessment"). Declarant and all subsequent Owners hereby authorize and agree that a lien for the Unpaid Assessment may be placed by the Association, at the sole discretion of the Board and from time-to-time and at any time, among the deed records of Habersham County, Georgia against the offending Lot until the Unpaid Assessment is paid in full. If an Unpaid Assessment is not paid when due, then, at the sole discretion of the Board and from time-to-time and at any time, the Association may bring an action at law against the Owner obligated to pay the same or foreclose the lien against such offending Lot. No Owner may waive or otherwise escape liability of any Unpaid Assessments provided for herein by nonuse of the Roads, the Common Area or the Outparcel or abandonment of his Lot. It is understood and agreed that the provisions of this Paragraph 6.11 are for the mutual advantage and benefit of Declarant and any subsequent Owners or purchasers of any of the Lots to further allow and authorize collection of said amounts.

ARTICLE VII RESTRICTIVE COVENANTS

- 7.01 All Lots shall be for residential purposes only. No commercial business establishment of any nature is to be built on any Lot, nor shall any commercial operation be conducted on any Lot, nor shall any signs depicting commercial uses be erected or maintained on any Lot.
- 7.02 Only one dwelling or residential structure shall be erected per Lot. Each dwelling or residential structure is required to contain a minimum of two thousand (2,000) enclosed square feet of heated space, exclusive of garage and/or unfinished basement. The main floor of multi-story homes must have a minimum of fifteen hundred (1,500) square feet of heated space. High-grade exterior finishes and workmanship are required on each dwelling and are limited to brick, stone, wood, and/or other finishes approved by the ACC. Approved premium grade vinyl may be used as cornice and soffit only. The exterior of any dwelling or residential structure must be completed within nine (9) months after the commencement of construction.

Erection of garden houses, gazebos, or other decorative type buildings may be permitted upon approval of the ACC but have to be of the same material design as the house. Site/Landscape plans shall be submitted, reviewed and approved by the ACC prior to construction. Yard and grounds shall be landscaped before occupancy. The removal of all debris, stumps and surplus building materials, including scraps and wrappings on a weekly basis, shall be the responsibility of the Owner. There shall be no outside storage of building supplies for a longer period than reasonably necessary for timely construction. Builders must require all concrete delivery trucks to "clean up" (as such term is commonly used in the concrete industry) on Owner's Lot.

- 7.03 Owners shall provide space for parking at least two (2) automobiles off the road prior to occupancy of any dwelling on any of the Lots. These spaces, as well as driveways, are to be paved with concrete or other material approved by the ACC. Modification of rollback curbing at driveways is strictly prohibited. Driveway entrances at L-back curbs must be saw cut.
- 7.04 Structures of a temporary character shall not be placed upon any Lot at any time.
- 7.05 Trailers, mobile, manufactured or modular homes, boats, trucks (other than pickup trucks) or any similar units or structures shall not be placed on any Lot at any time. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, shall not be allowed or undertaken on any portion of the Common Area, the Outparcel or on any Lot in a location visible to a road or an adjoining Lot.
- 7.06 No firearms of any kind, nor any bow and arrow, or projectile, or fireworks shall be fired or let loose within the subdivision.
- 7.07 No Lot shall be further subdivided. No Lots may be consolidated or combined with another other Lot or property.
- 7.08 Existing roads and cul-de-sacs can be used only to serve the subject Lot(s); no adjoining Lot(s) can be served by or connected with any roads, cul-de-sacs, or driveways without the approval of the ACC. Declarant may extend the Roads within the boundary line of the Property to allow adjoining contiguous lands owned by Declarant into the subdivision.
- 7.09 There shall be no all-terrain vehicles, dune buggies, go carts, or any type of motorized vehicle designed primarily for off road use allowed on any portion of the Property, except in storage. Storage should not be visible from the street or any other Lot. No boats, trailers, campers, or motor homes are allowed on any Lot.
- 7.10 Except on Common Area and the Outparcel as may be approved by the Association, all playground equipment shall be placed at the rear of the dwelling on a Lot.

Garbage containers, utility meters, and heat and air units shall be placed or stored in locations so as not to be visible from the street whenever possible.

- 7.11 Structures, other than satellite receiving dishes of not more than 20 inches in diameter, for the purpose of receiving radio, cellular or television broadcast signals, shall not be permitted on any Lot. No structure, with the exception of mail boxes, shall be erected between the front building line of the Lot and the street. All mailboxes are to be uniform in design and construction as provided by the Association and paid for by the homeowner or builder.
- 7.12 All electrical, telephone and gas conduits and hook-ups to individual Lots shall be kept underground. No above ground wires of any kind shall be permitted.
- 7.13 All buffer and setback areas shown on the Subdivision Plat are to be maintained by the Owners of the Lots affected thereby. Tree and foliage removal shall be limited to necessary areas for driveway, home safety and vista pruning as approved by the ACC.
- 7.14 No Owner shall remove any tree having a diameter of four inches (4") or more, measured from a point fifty-four inches (54") above ground from its Lot without prior written approval of the ACC. Under no circumstances may any Owner remove any tree, shrub, bush, flower, or other plant or vegetation, from any area of the Common Area, the Outparcel or any part of the Property (other than such Owner's Lot, which shall be subject to the provisions otherwise set forth herein) at any time.
- 7.15 All improvements, construction, and landscaping shall occur in such a manner and under such circumstances as to minimize any erosion siltation, or the run-off or drainage of water, and all plans and specifications for such improvements, construction, or landscaping submitted to ACC for approval shall contain plans and specifications for the implementation of this paragraph. The ACC shall have the power and the authority to condition its approval of any plan or specification to the ACC upon the Owner's use of means of preventing and controlling erosion, siltation, or the run-off or drainage of water as illustrated on sheet number E2 for the Rockford Farm subdivision as drawn by Construction Engineering Services dated December 12, 2005, as revised March 6, 2006. Such means may include physical devices to control erosion, siltation, or the run-off or drainage of water, special precautions in grading or otherwise changing the natural landscape, special landscaping, or any other means which the ACC may, in its sole discretion (except as otherwise determined by the Board), deem necessary. Each Owner shall be liable to each other Owner and to the Association for the costs and cleanup or removal of dirt, silt, or other product of erosion flowing from the Lot to (a) any other Lot, (b) the Common Area, (c) the Outparcel, (d) any Road or (e) any adjoining parcel or road not part of the Property.
- 7.16 No stable, poultry house, or yard rabbit hutch or similar structure shall be constructed or allowed to remain on any Lot, nor shall livestock of any nature or classification

whatsoever be kept or maintained on any Lot. However, household pets shall be permitted, provided they are not raised for commercial purposes. Pets are to be confined to the Owners' premises; this is to include house and yard. Dog runs and chain link fences are expressly prohibited. Invisible fences and decorative fencing may be allowed certain portions of Lots as approved prior to construction by the ACC.

- 7.17 No inoperable vehicles, wrecked or junk vehicles may be stored on any Lot.
- 7.18 No signs of any kind or nature, either permanent or temporary, shall be allowed without the express written consent of the Board, except signs used for the purpose of marketing homes by the Owner or realtors. Signs should measure not more than 16 inches by 24 inches. This is to include houses, Lots, Common Area, the Outparcel, Roads, and right of ways and entrances to the subdivision. It is the intention of the Declarant to provide uniform design for lot identification, construction location and a community information signage. The foregoing provisions, however, shall not in any way prohibit Declarant from utilizing any signage it determines as appropriate to assist in marketing or special events or as the identification signage for the subdivision at the entrance to the subdivision.
- 7.19 All houses shall have a minimum setback of 60 feet from the back of curb, a minimum 20-foot setback on each side, and a minimum 20-foot setback on the rear, unless otherwise approved by the ACC.
- 7.20 All fencing must be approved by the ACC and be in character with the subdivision and the architecture of the dwelling in question. No chain link, plastic type or vinyl clad fencing will be allowed.
- 7.21 Exterior lighting is limited to the main dwelling structure on such Lot solely for security and safety purposes. Lighting on other structures on such Lot is limited to motion detection lighting. Accent lighting is limited to the front of the main dwelling structure on such Lot. No tree lights or street style lighting permitted on any Lot except as approved by the ACC.
- 7.22 Construction may be performed at any Lot only between 7:00 a.m. and 7:00 p.m. local time, Mondays through Saturdays. No construction is permitted on any Sunday or any holiday. All construction must be conducted pursuant to the Contractors Rules and Regulations as prescribed by the ACC.

Architectural Control

- 7.23 No building shall be erected, placed or have its architectural features materially altered, as determined in the sole discretion of the ACC (except as otherwise determined by the Board), on any Lot in the subdivision until the building plans, specifications, plot plans, site plans and landscape plans have been approved by the ACC. Approval or disapproval of the ACC shall be based upon conformity and

harmony of external design, exterior finish materials, general quality and size of the proposed building with the existing standards of the subdivision and standards imposed by the within restrictive covenants. Approval or disapproval of the ACC shall also be based upon the proposed location of the building with respect to the views from the lot, topography of the lot and the finished ground elevations with respect thereto. The ACC shall be empowered to approve or disapprove building plans, specifications, plot plans, site plans, and landscape plans in accordance with the provisions contained herein. A sample of Guidelines and Design standards that may be enacted by the ACC are contained in Exhibit D attached hereto and hereby incorporated by reference and made a part hereof. As long as the Declarant owns any Lot, the ACC shall be appointed by the Declarant. From and after the time the Declarant no longer owns any Lot, the ACC shall consist of at least three (3) Owners appointed by the Board. The ACC shall have the authority to grant variances at its sole discretion (except as otherwise determined by the Board).

Maintenance Obligations

- 7.24 Each Owner, whether vacant or occupied, shall keep and maintain the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, down spouts, building surfaces, walks and other exterior improvements. Each Owner shall also maintain the trees, shrubs, hedges and other landscaping thereon and, in any case, shall be responsible for watering the lawns, trees, shrubs, hedges, and other landscaping on a regular and as needed basis. Should any Owner fail to maintain his Lot or the improvements thereon as set forth hereinabove, the Association, its agents and representatives, may, after thirty (30) days written notice to the Owner of such Lot, enter upon his Lot for the purpose of removing garbage or trash, or for performing such exterior landscaping and maintenance as the Association, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the Association for the direct and indirect cost of such landscaping and maintenance, which costs shall be added to and become part of the fees and assessments to which such Owner and his Lot are subject. Although notice given as herein provided shall be sufficient to give the Association, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 8:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Association to provide garbage or trash removal-service, or to perform such exterior maintenance.

Natural Gas

- 7.25 Declarant has entered into an agreement with Toccoa Natural Gas (and its successors and assigns) to supply each of the Lots with natural gas. As a part of such agreement, any Owner building upon his Lot may be required to pay a connection fee (unrelated to usage). The Owner will be required to pay such connection fee to

Toccoa Natural Gas prior to submitting his application for construction to the ACC, and a receipt of such payment shall accompany such application for construction. Connection/non usage fees for natural gas for each residence is established as follows:

- (a) For the installation of three (3) gas appliances, one of which must be a furnace and one of which must be a water heater - \$0.00
- (b) For the installation of two (2) gas appliances, one of which must be a furnace or a water heater - \$500.00
- (c) For the installation of one (1) gas appliances, one of which must be a furnace or a water heater - \$1000.00
- (d) If neither a gas furnace or gas water heater is installed - \$1,500.00

For purposes of this Paragraph 7.25, (i) water heaters may be either tank or tankless, (ii) furnaces may be either regular natural gas or dual fuel systems, and (iii) other gas appliances include stovetops, grills, gas logs, log lighters and any other appliance which is primarily powered by natural gas.

ARTICLE VIII GENERAL PROVISIONS

- 8.01 The Declarant, the Association or any Owner, shall have the right to enforce, by any proceeding at a law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.
- 8.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- 8.03 The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners, and thereafter by instrument signed by not less than fifty one percent (51%) of the Owners. Any amendment must be recorded to be valid.
- 8.04 So long as Declarant owns any property within the Property, the Declarant shall have the right to make reasonable modifications, changes or cancellations to any or all of

the provisions pertaining to the development of the Property contained in this Declaration including, but not limited to, provisions relating to the addition of property subject to this Declaration, use restrictions, fees and assessments, without the joinder or consent of the Owners, the Association, institutional mortgagees or any other individual or entity and the foregoing parties hereby waive any right to consent to such changes. Such changes may affect the entire Property or only specific portions of the Property, but shall be subject to all applicable governmental approvals and laws.

- 8.05 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and the same extent as do the covenants and restrictions set forth herein.
- 8.06 Declarant may include in any contract or deed for any Lot; additional covenants and restrictions not inconsistent with those contained herein.
- 8.07 Additional residential property and Common Area may be annexed to the Property described herein and made subject to all terms and conditions of this Declaration by the dedication of Declarant subject to all applicable laws and restrictions.
- 8.08 Neither the Declarant nor the Association shall be liable for any injury or damage to or person or property caused by the elements, caused by any Owner or any other person or resulting from any utility, rain, water, snow, ice or surface water which may leak or flow from any portion of the Common Area, Road or the Outparcel, or caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair or otherwise leaking. The Association shall not be liable to any Owner for the loss or damage, by theft or otherwise, of any property which may be stored in or upon any portion of the Common Area, Road or the Outparcel.
- 8.09 Owners, their heirs, executors, administrators, lessees, invitees, guests and assigns do waive on behalf of themselves and these stated parties all rights, claims, and causes of action which they and said parties may have for all claims for injuries, damages, or losses whether known, unknown, foreseen or unforeseen against the Declarant and the Association. This express waiver is to be effective for the benefit of Declarant and the Association, and includes, but is not limited to, the maintenance, construction, use and operation of the Roads. Persons accepting properties subject to this document understand and acknowledge the significance and consequences of this provision and specifically understand that all rights, claims and causes INCLUDING NEGLIGENCE are included herein.

Expansion of the Property

- 8.10 Declarant reserves the option to expand the Property by adding to the Property all or any part of the Outparcel on one or more occasions. Except for zoning and other

governmental requirements, there are no limitations as to the location of improvements on the Outparcel. The Outparcel may be added as a whole at one time or portions may be added at different times. There are no limitations fixing the boundaries of any portion of the Outparcel which may be submitted to this Declaration, and there are no limitations regulating the order in which portions of the Outparcel may be submitted to this Declaration. This option shall expire ten (10) years from the date of recording of this Declaration; provided, however, that Owners to which of seventy-five percent (75%) of the total vote in the Association appertain, excluding any votes appurtenant to any Lots then owned by the Declarant, may consent to the extension of this expansion option within one (1) year prior to the date upon which the option would have otherwise expired. No assurances are made that any improvements will be made on all or any of the Outparcel which may be submitted to this Declaration. The Outparcel shall be subject to the use restrictions set forth herein if and when it is added to the Property. Any expansion under this Paragraph shall be affected by Declarant's executing and recording an amendment or amendments to this Declaration at Declarant's sole expense. Without regard to the addition of the Outparcel to the Property, the Declarant shall own the Outparcel until such time as the Declarant shall transfer, in its sole discretion and from time to time and at any time, such Outparcel, in whole or in part, to a successor, assign, transferee or any combination of one or more such parties.

[Signature appears on following page]

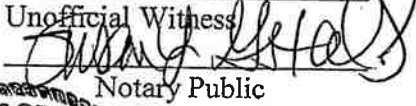
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal, this 6 day of July, 2007.

Signed, sealed and delivered
in the presence of:

ROCKFORD PROPERTIES, LLC,
a Georgia limited liability company



Unofficial Witness



Notary Public

By:  (Seal)

Name: Paul A. Falsetti

Title: Manager



(Notarial Seal)

EXHIBIT A

Legal Description of Property

All that tract or parcel of land lying and being in Land Lots 88, 89, 90 and 91 of the 12th District of Habersham County, Georgia, being 67.347 acres designated as the Rockford Farm Subdivision and shown on that certain Final Plat for Rockford Farm prepared by Construction Engineering Services, Inc., James W. Wooley, Georgia Registered Land Surveyor No. 1478, dated October 30, 2006, last revised February 20, 2007, and filed March 13, 2007, in Plat Book 59, pages 229, 230 and 231, Records of Habersham County, Georgia, said plat being incorporated herein by reference.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 88 and 89 of the 12th District of Habersham County, Georgia, being 5.403 acres designated as "Out Parcel" and shown on that certain Final Plat for Rockford Farm prepared by Construction Engineering Services, Inc., James W. Wooley, Georgia Registered Land Surveyor No. 1478, dated October 30, 2006, last revised February 20, 2007, and filed March 13, 2007, in Plat Book 59, pages 229, 230 and 231, Records of Habersham County, Georgia, said plat being incorporated herein by reference.

EXHIBIT B

Bylaws

(See Attached)

**ROCKFORD FARM HOME OWNERS' ASSOCIATION, INC.
AMENDED AND RESTATED
BY-LAWS**

ARTICLE I

Name, Membership

Section 1. **Name of Corporation.** The name of the Corporation is Rockford Farm Home Owners' Association, Inc. (the "Corporation"), a Georgia nonprofit corporation organized pursuant to the Georgia Nonprofit Corporation Code. The Corporation has been formed and established in connection with that certain Declaration of Covenants, Conditions and Restrictions for Rockford Farm (the "Declaration"), such Declaration has been recorded in the public records of Habersham County, Georgia and may be amended from-time-to-time. All capitalized terms herein, not otherwise defined shall have the meanings as set forth in the Declaration.

Section 2. **Membership.** The members shall be the owners of real property within the tract of real property more particularly described on Attachment 1, attached hereto by this reference and incorporated herein. Such members shall hold their membership interests and have votes in accordance with the Declaration and these By-laws. Pursuant to Article III, Section 3.01 of the Declaration, all purchasers of lots on the real property, and their successors, shall be mandatory members.

ARTICLE II

Corporation: Meetings, Voting, Proxies, Quorum

Section 1. **Place of Meetings.** Meetings of the members of the Corporation shall be held at or near the Property, at such reasonable time and place as is designated in the notice of such meeting, to be given by the Secretary.

Section 2. **Annual Meeting of Members.** A meeting of the members of the Corporation shall be held at least once in every calendar year, during any month as the board of directors may set. The officers of the Corporation and the members of the board of directors shall be elected at the annual meeting, with the election of the directors preceding the election of the officers. Other matters shall be addressed at the annual meeting as the board of directors deems appropriate.

Section 3. **Special Meetings.** Special meetings of the membership of the Corporation may be held at the call of the President, the Secretary or by the vote of a majority of the members of the board of directors. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. **Notice of Meetings.** Notice of the annual meeting of the members of the Corporation shall be sent to each member, at the address for such member as is maintained by the Secretary. Notice of any special meeting of the members of the Corporation shall state, among other matters, the purpose of the meeting. A good faith effort shall be made to provide personal

notice to each member. If members of the Corporation desire notice to be given at an address other than that listed in the membership roster, he or she shall have designated by notice in writing to the Secretary such other address. Notice of annual and special meetings shall be sent by certified mail, return receipt requested, not less than ten (10) days nor more than thirty (30) days before the scheduled date of such meetings.

Section 5. Waiver of Notice. Waiver of notice of the meeting of the members of the Corporation shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting of the Corporation by a member shall be deemed waiver of notice by such member, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Voting Rights. Each member shall be entitled to one vote for each Lot owned, Declarant included. When more than one person holds an interest in any Lot, the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 7. No Proxies. No proxy voting shall be permitted.

Section 8. Quorum and Action. The presence of members holding at least fifty-one percent (51%) of the votes for the Corporation shall constitute a quorum at all meetings of the members of the Corporation. Unless a different percentage or amount is required by law, the Declaration or these By-Laws, the affirmative vote of members holding at least fifty-one percent (51%) of the votes (the "Majority") who are present at a meeting of the members of the Corporation at which a quorum is present and entitled to vote shall be required to take any action.

Section 9. Adjournment of Meetings. If a meeting of the members of the Corporation cannot be held because a quorum is not present, the Majority who are present at such meeting of the Corporation, may adjourn the meeting to a time no less than ten (10) days nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

ARTICLE III

Board of Directors: Powers, Number, Election Meetings

Section 1. Governing Body; Powers. The affairs of the Corporation shall be governed by a board of directors. The board of directors shall regulate and supervise the management and operation of the Corporation. It may exercise all of the powers of the Corporation and do all such lawful acts and things as are not by the Declaration, by the Articles of Incorporation, or by these By-Laws required to be done or exercised by the members. Provisions with respect to the composition, term, powers, meetings and other matters relating to the board of directors are set forth in the Declaration.

ARTICLE IV

Officers: Number, Election, Duties

Section 1. Officers. The directors shall elect officers of the Corporation, and such officers shall have the duties and responsibilities as set forth in, and be governed by, the Declaration.

ARTICLE V

Committees

Section 1. General. The board of directors may at any time create or form permanent or ad hoc committees to perform such tasks and to serve for such periods as may be designated by the board of directors upon the creation of any such committee. Each committee shall be composed and shall operate in accordance with the rules set out by the board of directors. The heads of each such committee shall be announced and ratified at the annual meeting. The board of directors may at any time, by a majority vote of such directors, change the head of any committee, such change to become effective immediately upon such vote. Initially, the Architectural Control Committee is established as a permanent committee of the Corporation, to act under and in accordance with the Declaration and these By-Laws.

ARTICLE VI

Seal

Section 1. General. The seal of the Corporation shall be in such form as the board of directors may from time to time determine. In the event it is inconvenient to use such a seal at any time, the words "Corporate Seal" or the word "Seal" accompanying the signature of an officer signing for and on behalf of the Corporation shall be the seal of the Corporation. The seal shall be in the custody of the Secretary and affixed by him on any papers as may be directed by law, by these By-Laws or by the board of directors.

ARTICLE VII

Indemnification and Insurance

Section 1. General. The Corporation shall indemnify and save harmless the directors, officers, employees or agents of the Corporation for personal losses or damages incurred for the acts or omissions done or not done on behalf of the Corporation in accordance with the indemnification policy (the "Policy") attached hereto as Attachment 2 and incorporated herein by this reference. It is the intention of the Corporation that indemnification under the Policy shall extend to the maximum indemnification possible under the laws of the State of Georgia.

ARTICLE VIII

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the board of directors. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Robert Rules of Order (Current Edition) shall govern the conduct of all Corporation proceedings, when not in conflict with Georgia law, the Articles of Incorporation, these By-Laws, or the Declaration.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of the Articles of Incorporation or the Declaration and these By-Laws, the provisions of the Articles of Incorporation and the Declaration, as applicable, shall prevail.

Section 4. Amendment. These By-Laws may be amended (a) at any meeting of the members of the Corporation at which a quorum is present by the affirmative vote of the Majority who are present at such meeting or (b) at any meeting of the board of directors by an affirmative vote of a majority of the directors holding office and otherwise entitled to vote. The members may prescribe that any By-Laws adopted by them shall not be altered, amended or repealed by the board of directors.

Section 5. Termination. Notwithstanding anything contained herein or in the Declaration to the contrary, the Corporation may not be dissolved without the approval of the Habersham County Board of Commissioners.

Section 6. Assessments. Assessments shall be incurred by the Owners pursuant to Article VI of the Declaration. The assessments levied by the Corporation shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and in payment of the costs and expenses incident to the operation of the Corporation, including, without limitation, the maintenance and repair of the Common Area and improvements thereon, if any, the maintenance of services furnished by the Corporation (including, without limitation, the maintenance and upkeep of the lawns on the Lots), the purchase of insurance by the Corporation, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Corporation, and establishment and maintenance of a reasonable reserve fund or funds.

Section 7. Liens. Pursuant to Article VI of the Declaration, the Corporation is authorized to place a lien on the Lot of any member who fails to pay dues or other assessments due to the Corporation.

Section 8. Maintenance, Insurance and Taxes. The board of directors shall obtain such insurance policies upon the Common Area as it deems necessary or desirable. The responsibility for maintenance of the Common Areas and the Lots shall be as described in the Declaration. Taxes on the Common Areas shall be the responsibility of the Corporation.

The foregoing are the duly adopted bylaws of the Corporation.

**ROCKFORD FARM HOME OWNERS'
ASSOCIATION, INC.**

By: _____
Printed Name: Paul Faletti
Title: Director
(Corporate Seal)

Sworn to and subscribed before
me this ____ day of _____, 2007.

Unofficial Witness

Notary Public
My Commission Expires:

(Notarial Seal)

Attachment 1

To the Amended and Restated By-Laws

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 88, 89, 90 and 91 of the 12th District of Habersham County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of a branch and the northwestern right-of-way of Buckhorn Road (said right-of-way being 30 feet from the centerline of the road at this point), said intersection being 873.41 feet more or less southwesterly along the right-of-way from the intersection of the northwestern right-of-way of Buckhorn Road and the land lot line between Land Lots 88 and 91; running thence along the centerline of the branch:

North 60°16'03" West a distance of 66.05 feet; North 22°01'03" West a distance of 54.30 feet; North 61°51'03" West a distance of 26.30 feet; North 36°56'03" West a distance of 19.45 feet; North 71°24'03" West a distance of 46.30 feet; North 13°59'03" West a distance of 33.10 feet; North 85°48'03" West a distance of 44.70 feet; North 03°04'03" West a distance of 91.65 feet; South 84°13'57" West a distance of 32.80 feet; North 43°21'03" West a distance of 120.20 feet; North 16°18'03" West a distance of 61.10 feet; North 05°36'57" East a distance of 37.05 feet; North 22°09'03" West a distance of 32.30 feet; North 73°39'57" East a distance of 38.85 feet; North 34°04'03" West a distance of 33.75 feet; North 81°16'03" West a distance of 23.10 feet; North 24°19'03" West a distance of 71.45 feet; South 76°30'57" West a distance of 65.95 feet; North 47°55'03" West a distance of 62.25 feet; South 82°18'57" West a distance of 17.90 feet; North 33°55'03" West a distance of 16.85 feet; South 82°29'57" West a distance of 35.00 feet; North 20°51'03" West a distance of 40.30 feet; North 19°23'03" West a distance of 50.10 feet; North 09°20'03" West a distance of 61.80 feet; North 56°20'03" West a distance of 46.80 feet; North 16°00'57" East a distance of 31.25 feet; North 82°21'03" West a distance of 46.20 feet; North 20°51'03" West a distance of 23.50 feet; North 50°34'03" West a distance of 30.85 feet; South 77°30'57" West a distance of 34.50 feet; North 08°20'57" East a distance of 82.55 feet; North 75°39'57" East a distance of 45.05 feet; North 12°59'03" West a distance of 34.35 feet; North 39°02'03" West a distance of 73.60 feet; South 57°21'57" West a distance of 19.35 feet; North 33°45'03" West a distance of 59.85 feet; South 63°14'57" West a distance of 70.60 feet; North 75°49'03" West a distance of 59.60 feet; North 00°21'03" West a distance of 43.05 feet; North 25°13'03" West a distance of 54.95 feet; leaving the branch centerline and running thence North 46°14'57" East a distance of 1137.90 feet to an iron pin set; running thence North 30°25'39" West a distance of 493.00 feet to an iron pin set; running thence North 01°26'09" East a distance of 189.40 feet to an iron pin found; running thence South 79°42'12" East a distance of 222.32 feet to rebar found; running thence North 44°27'43" East a distance of 272.25 feet to a rebar found; running thence South 54°49'20" East a distance of 1602.15 feet to an iron pin set on the northwestern right-of-way of Buckhorn Road; running thence along said right-of-way: South 29°38'26" West a distance of 45.88 feet; running thence a distance of 127.48 feet along a curve to the right, said curve having a radius of 711.54 feet and being subtended by a chord bearing South 34°46'23" West for a distance of 127.31 feet; running thence South 39°54'20" West a distance of 97.84 feet; running thence South 38°03'02" West a distance of 511.74 feet; running thence South 35°53'11" West a distance of 81.92 feet; running thence South 43°23'58" West a distance of 99.52

feet; running thence a distance of 127.56 feet along a curve to the left, said curve having a radius of 1517.40 feet and being subtended by a chord bearing South 40°59'28" West for a distance of 127.53 feet; running thence a distance of 56.35 feet along a curve to the left, said curve having a radius of 1517.40 feet and being subtended by a chord bearing South 37°31'08" West for a distance of 56.35 feet; running thence South 36°27'18" West a distance of 122.63 feet; running thence a distance of 30.27 feet along a curve to the right, said curve having a radius of 1070.00 feet and being subtended by a chord bearing South 37°15'56" West for a distance of 30.27 feet; running thence a distance of 184.91 feet along a curve to the right, said curve having a radius of 1070.00 feet and being subtended by a chord bearing South 43°01'36" West for a distance of 184.68 feet; running thence South 47°58'38" West a distance of 217.35 feet; running thence a distance of 117.69 feet along a curve to the left, said curve having a radius of 480.00 feet and being subtended by a chord bearing South 40°57'10" West for a distance of 117.40 feet; running thence South 33°55'43" West a distance of 53.88 feet; running thence South 37°01'05" West a distance of 152.23 feet; running thence a distance of 118.10 feet along a curve to the left, said curve having a radius of 370.00 feet and being subtended by a chord bearing South 27°52'26" West for a distance of 117.60 feet; running thence a distance of 114.47 feet along a curve to the left, said curve having a radius of 370.00 feet and being subtended by a chord bearing South 09°51'59" West for a distance of 114.02 feet to the POINT OF BEGINNING.

Said tract containing 67.347 acres more or less, and being more fully shown on a subdivision plat for Rockford Farm dated 10/30/06 and revised 1/23/07 by Construction Engineering Services, Inc., James W. Woolley Georgia registered land surveyor number 1478.

Attachment 2

To the Amended and Restated By-Laws

OF

ROCKFORD FARM HOME OWNERS' ASSOCIATION, INC.

INDEMNIFICATION POLICY

1. Under the circumstances prescribed in Paragraphs 3 and 4 below, the Corporation shall indemnify and hold harmless any person who was or is a party or 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 right of the Corporation) by reason of the fact that he/she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by hurt in connection with such action, suit or proceeding if he/she acted in a manner he/she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea or nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. Under the circumstances prescribed in Paragraphs 3 and 4 below, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact he/she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which the court shall deem proper.

3. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in paragraphs 1 and 2, or in defense of any claim, issue or matter herein, he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

4. Except as provided in Paragraph 3 and except as may be ordered by a court, any indemnification under Paragraphs 1 and 2 shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in Paragraphs 1 and 2. Such a determination shall be made (1) by a majority vote of the members of the board of directors provided that a quorum consisting of directors who were not parties to such action, suit or proceeding is present, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by the firm of independent legal counsel then employed by the Corporation, in a written opinion, or (3) by the affirmative vote of the Majority who is present at a meeting of the members of the Corporation at which a quorum is present and entitled to vote thereon.

5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the board of directors in the specific case upon receipt, of (i) a written affirmation by the director, officer, employee or agent of his good faith belief that he/she has met the standard of conduct necessary for indemnification by the Corporation and (ii) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Corporation as authorized in this Indemnification Policy.

6. The indemnification provided by this indemnification Policy shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification may be entitled under any by-law or resolution approved by the affirmative vote of the Majority entitled to vote thereon taken at a meeting the notice of which specified that such by-law or resolution would be placed before the members, both as to action by a director, officer, employee or agent in his/her official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

EXHIBIT C

Legal Description of Outparcel

All that tract or parcel of land lying and being in Land Lots 88 and 89 of the 12th District of Habersham County, Georgia, being 5.403 acres designated as "Out Parcel" and shown on that certain Final Plat for Rockford Farm prepared by Construction Engineering Services, Inc., James W. Wooley, Georgia Registered Land Surveyor No. 1478, dated October 30, 2006, last revised February 20, 2007, and filed March 13, 2007, in Plat Book 59, pages 229, 230 and 231, Records of Habersham County, Georgia, said plat being incorporated herein by reference.

EXHIBIT D

Guidelines and Design Standards

The purpose of the ACC is to help preserve and protect values in our community by establishment and maintenance of high standards of architectural design, quality and construction to blend harmoniously with the neighborhood.

The ACC shall have authority as set out in this Declaration, as such may be amended from time-to-time. Decisions are to be made by a majority vote of the ACC members. Each member of the ACC shall have an equal vote. The Board shall have the right to review rejected applications that are properly appealed. An Owner may appeal the rejection of its application to the ACC by setting forth, in writing, specifically the matters of its appeal. If the Declarant owns any Lot, a denied application shall be appealed by such Owner to the Declarant, whose decision is binding. From and after the time the Declarant no longer owns any Lot, a denied application shall be appealed by such Owner to the Board, whose decision is binding.

The ACC shall, from time-to-time, prescribe certain rules and regulations to govern the conduct of Owners and their contractors and agents in connection with any construction on such Owner's Lot (the "Contractors Rules and Regulations"). Any Owner may request a copy of the Contractors Rules and Regulations from the ACC, and the ACC shall provide such copy in a reasonable time thereafter.

The ACC shall meet as necessary to review applications. Applications duly filed shall be approved or rejected by the ACC within fifteen (15) calendar days of such filing. Applications shall include the following:

1. Site Plan.
 - a. Include house and drive location with set backs and first floor finished elevation.
 - b. Erosion control plan with silt screens and/or hay bale dams located.
 - c. Location of utilities.
2. A copy of the Contractors Rules and Regulations, signed by each of the Owner and the general contractor, if any. All general contractors or builders will have to be approved by the ACC, and the ACC will maintain a list of such general contractors and builders (the "Approved List"). The Approved List will be determined on the sole discretion of the ACC (except as otherwise determined by the Board).
3. Floor plans and elevations (2 sets) of all improvements proposed on the Lot in a scale of ¼":1'-0".
4. Exterior material specifications and colors (actual material and color samples

required prior to installation).

5. Roof specifications and colors (actual material and color samples required prior to installation).
6. Landscape plan, including any proposed plantings (size and number), walkways, fences, trees, exterior lighting and drainage and other similar features.
7. Rough, on site, stake out of building corners and drive.
8. Location of outside equipment necessary for the operation of the improvements on the Lot, including without limitation any heating and air conditioning equipment.

SPECIFIC ARCHITECTURAL GUIDELINES

The following are a sample list of items the ACC may require or recommend:

1. High quality construction and contractors.
2. Aesthetic conformity and harmonious blend of architecture throughout.
3. Preservation of natural beauty and general character of community.
4. High-grade exterior finishes are limited to brick, natural stone, wood, and/or other finishes approved by the ACC. Vinyl allowed on cornice and soffit only.
5. Architectural or high grade roofing materials as specified by the Declarant or the ACC.
6. Strict signage control.
7. High pitch roof line (8/12 minimum) excluding porches and special features. Ceiling height on the main floor must be at least nine (9) feet; ceiling height in all other finished or unfinished areas must be at least eight (8) feet.
8. Drives, turnarounds, and parking areas to be concrete. All delivery trucks must clean up on each lot.
9. Automatic garage doors. If at all possible, garage doors shall not face the street fronted by the dwelling. Approval of the ACC is required for all front facing or courtyard garage doors.
10. Landscape buffers to hide utility entrances, meters, heat/air units, so as not to be seen from front of street.

11. Landscaping is a critical item in insuring the ultimate quality of a development. Emphasis should be placed on the quantity and quality of the landscaping especially on those lots that have little or no trees. Native trees, including without limitation tulip, sweet gum (variety without gum balls), hickory, beach, and evergreen pine and cedar trees are encouraged along with specimen trees.
12. Conformance with local, state and any other applicable building codes and restrictions, including soil erosion control.
13. Owners shall be responsible for repairing road shoulders and ditches damaged by their builders, crews, and delivery trucks on either side of road fronting their lot. Repairs must be made prior to occupying dwelling.
14. Irrigation of lawns and planted areas is encouraged. Lawn areas and planting in the front of each lot must be irrigated. Corner lots must irrigate on both sides of the lot.

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Book Page Recorded
David C. Wall

(Reserved for Real Estate Filing Above)

COUNTY OF HABERSHAM

STATE OF GEORGIA

AFTER RECORDING RETURN TO:

FALCETTI

74 WILKINSON DR.

Tulsa, GA 30576

DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (this "Declaration") is made and entered into as of the 6 day of July, 2007, by ROCKFORD PROPERTIES, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Habersham County, Georgia, as shown on Exhibit "A" attached hereto and by this reference made a part hereof (the "Plat") as the "Association Property," as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof.

WHEREAS, Declarant is also the owner of certain real property located adjacent to the Association Property designated on the Plat as the "Out Parcel" (the "Outparcel"), as more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof;

WHEREAS, the Declarant anticipates developing the Association Property as a residential housing community, with the purchasers of the lots contained therein (the "Owners") agreeing to be governed by the Rockford Farm Home Owners' Association, Inc., a Georgia nonprofit corporation, established by the Declarant (the "Association") and the Master Declaration (as defined below);

WHEREAS, the Association, pursuant to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Rockford Farm, dated _____, 2007, and to be recorded contemporaneously herewith in the Official Records of Habersham County, Georgia (the "Master Declaration") is charged with certain rights, duties and obligations regarding the Association Property and certain improvements thereon; and

WHEREAS, the Declarant desires to impose certain restrictions, covenants and easements on the Outparcel for the benefit of the Association Property, and certain maintenance obligations on the Association Property for the benefit of the Outparcel.

NOW, THEREFORE, Declarant hereby declares that the Association Property and the Outparcel shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, and be binding on all parties having any right, title or interest in the Association Property, the Outparcel, or any part thereof, and their heirs, successors, and assigns:

1. Grant of Easements. Declarant hereby grants a non-exclusive right and easement of recreational use and enjoyment in and to the Outparcel (including, without limitation, the right of access, ingress and egress over the Outparcel), to the Owners of any portion of the Association Property. During the term of this Declaration, the Association shall be responsible for the maintenance and management of the Outparcel, along with all expenses associated therewith, including, but not limited to, all maintenance expenses, insurance, property taxes, and assessments. Upon the termination of this Declaration, all rights and easements contained herein, along with all management and maintenance obligations, shall be null and void and of no further force and effect.

2. Outparcel Restrictions. During the term of this Declaration, the Outparcel shall be subject to the following rules and restrictions:

(a) The Outparcel shall be maintained as open space without there being conducted thereon any industrial, commercial, agricultural or forestry activities. For the purposes hereof, "agricultural" and "forestry" activities shall include animal husbandry, floricultural, and horticultural activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the processing and sale of products produced on the Outparcel (such as pick-your-own fruits and vegetables and maple syrup);

(b) No structure or improvement, including but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, tower or mobile home, shall be constructed, placed, or introduced onto the Outparcel;

(c) No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands or natural habitat shall be allowed unless such activities:

- i. are commonly necessary in the accomplishment of the conservation or habitat management uses of the Outparcel;
- ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the agency then recognized by the State of Georgia as having responsibility for identification and/or conservation of such species; and
- iii. are not detrimental to the purposes of this Declaration.

Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured.

(d) No outdoor advertising structures, such as signs and billboards, shall be displayed on the Outparcel except as desirable or necessary in the accomplishment of the conservation or habitat management uses of the Outparcel, and provided such signs are not detrimental to the purposes of this Declaration;

(e) There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand topsoil, or other similar materials on the Outparcel, except in connection with any improvements made pursuant to this Section; and

(f) There shall be no dumping, injection, burning, or burial of man-made materials or materials on the Outparcel then known to be environmentally hazardous, including vehicle bodies or parts.

2. Indemnification. The Association shall be responsible to defend, indemnify and hold Declarant harmless from and against any and all loss, claim, damage, expense or liability, including reasonable attorneys' fees and expenses and mechanics' and materialmen's liens, arising out of any personal injury or physical damage to any real or personal property caused by the Association's, its agents', employees' and contractors' performance or non-performance of the management and maintenance obligations described herein. The provisions of this Section 2 shall survive the expiration or termination of this Declaration.

3. Term of Easement. All of the easements granted in this Declaration shall run with the land in perpetual duration; provided, however, that this Declaration, and all easements, rights, restrictions, covenants and obligations contained herein, may be terminated by Declarant at any time upon thirty (30) days' prior written notice to the Association, made effective by a written termination of this Declaration executed solely by Declarant and recorded in the Official Records of Habersham County, Georgia. In the event that Declarant terminates this Declaration, the Association shall be permitted to remove from the Outparcel any movable fixtures located on the Outparcel, such as benches or playground equipment. Further, in the event of said termination, the real property ad valorem taxes attributable to the Outparcel for that tax year shall be prorated (employing a 365-day year) between Declarant and the Association, as of the date of said termination.

4. No Rights in Public Generally. The easements, restrictions, covenants and conditions created, reserved, granted and established in this Declaration do not, are not intended to, and/or shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.

5. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

6. Severability. In the event any provision or portion of this Declaration is held by a court of competent jurisdiction to be invalid or unenforceable, such holding will not effect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

7. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Georgia.

8. Enforcement. The Declarant shall have the right to enforce, by any proceeding at a law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

[Remainder of Page Intentionally Left Blank; Signature Appears on Next Page]

25
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized representatives as of the day and year first above written.


DECLARANT:

Signed, sealed and delivered in my presence this 4 day of June, 2007

ROCKFORD PROPERTIES, LLC, a Georgia limited liability company



Witness

By: 
Name: Pamela A. Forrest
Title: Notar



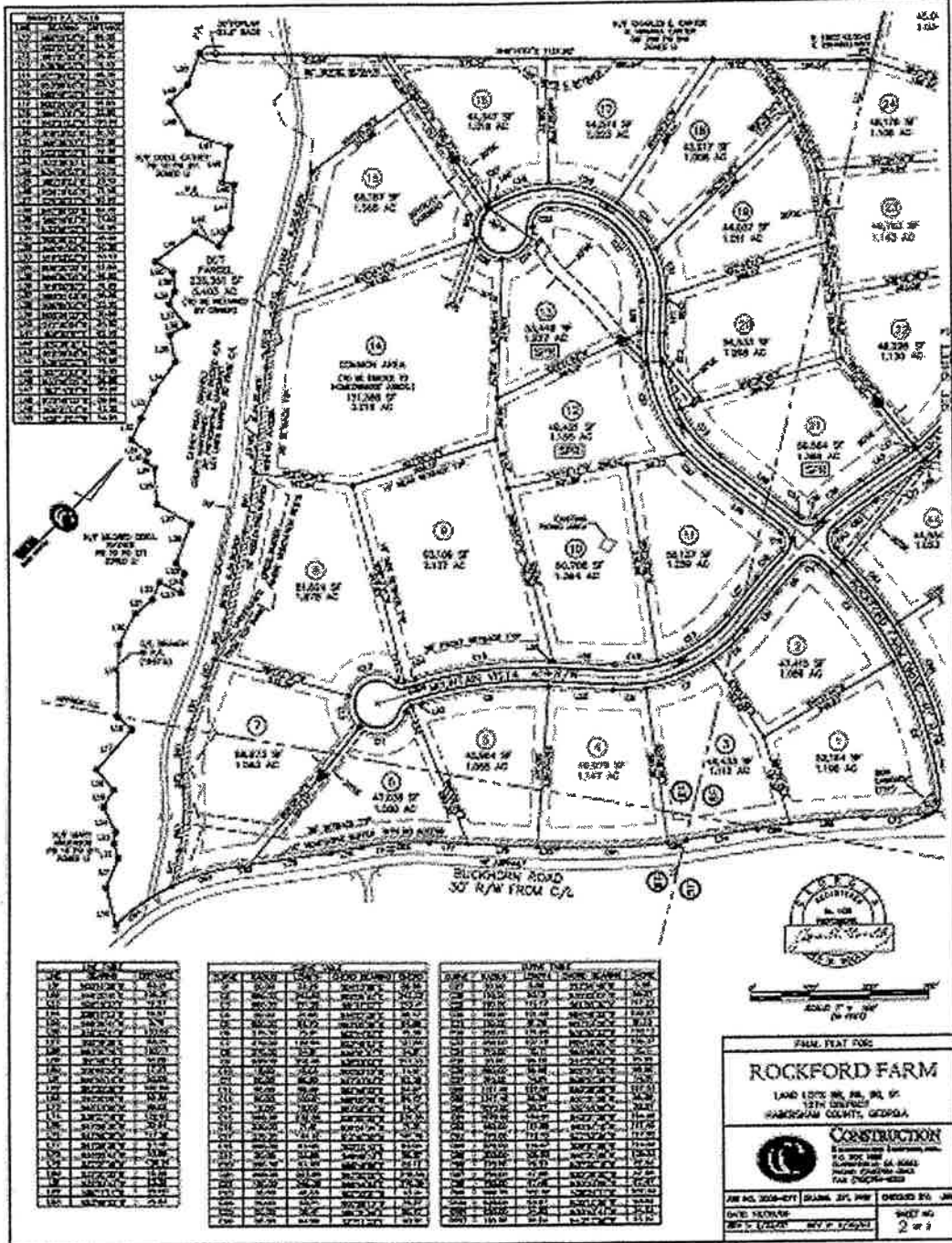


EXHIBIT "B"

Legal Description of Association Property

Legal Description of Property

All that tract or parcel of land lying and being in Land Lots 88, 89, 90 and 91 of the 12th District of Habersham County, Georgia, being 67.347 acres designated as the Rockford Farm Subdivision and shown on that certain Final Plat for Rockford Farm prepared by Construction Engineering Services, Inc., James W. Wooley, Georgia Registered Land Surveyor No. 1478, dated October 30, 2006, last revised February 20, 2007, and filed March 13, 2007, in Plat Book 59, pages 229, 230 and 231, Records of Habersham County, Georgia, said plat being incorporated herein by reference.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 88 and 89 of the 12th District of Habersham County, Georgia, being 5.403 acres designated as "Out Parcel" and shown on that certain Final Plat for Rockford Farm prepared by Construction Engineering Services, Inc., James W. Wooley, Georgia Registered Land Surveyor No. 1478, dated October 30, 2006, last revised February 20, 2007, and filed March 13, 2007, in Plat Book 59, pages 229, 230 and 231, Records of Habersham County, Georgia, said plat being incorporated herein by reference.

EXHIBIT "C"

Legal Description of Outparcel

All that tract or parcel of land lying and being in Land Lots 88 and 89 of the 12th District of Habersham County, Georgia, being 5.403 acres designated as "Out Parcel" and shown on that certain Final Plat for Rockford Farm prepared by Construction Engineering Services, Inc., James W. Wooley, Georgia Registered Land Surveyor No. 1478, dated October 30, 2006, last revised February 20, 2007, and filed March 13, 2007, in Plat Book 59, pages 229, 230 and 231, Records of Habersham County, Georgia, said plat being incorporated herein by reference.

reasonable modifications, changes or cancellations to any of the provisions relating to the development of the Property contained in this Declaration including, but not limited to, provisions relating to the addition of property subject to this Declaration, use restrictions, fees and assessments, without the joinder or consent of the Owners, the Association, institutional mortgagees or any other individual or entity and the foregoing parties hereby waive any right to consent to such changes; and

WHEREAS, Declarant still owns property which is or may become part of the Property; and

WHEREAS, Declarant wishes to amend the Declaration for the purpose of allowing Lots to be combined in certain situations; and

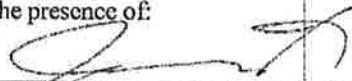
NOW, THEREFORE, pursuant to the terms of the Declaration, Section 7.07 of the Declaration shall be amended by deleting Section 7.07 and replacing it with the following:

7.07 No Lot shall be further subdivided. Lots shall only be consolidated or combined if such consolidation is expressly approved by Declarant in advance of the combination and no more than two (2) Lots are combined into one (1). Once Lots are combined, they may not be re-subdivided in the future. An approved combination shall be documented by the recording of a combination plat in the real property records of the Clerk of the Superior Court of Habersham County.

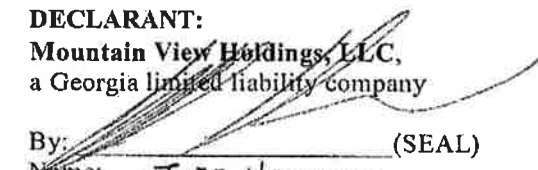
In all other respects the Declaration shall remain unmodified. Any capitalized terms used above shall have the same meanings ascribed to them in the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment the day and year first above written.

Signed, sealed and delivered
in the presence of:


Unofficial Witness

DECLARANT:
Mountain View Holdings, LLC,
a Georgia limited liability company

By:  (SEAL)
Name: Jeff Herman
Its: _____


Notary Public COMM 1978 2/13/20
[Notary Seal]



eFiled & eRecorded
DATE: 3/5/2019
TIME: 2:29 PM
DEED BOOK: 01186
PAGE: 00496 - 00497
RECORDING FEE: 18.00
PARTICIPANT ID: 0283063948
CLERK: David C Wall
HABERSHAM County, GA

Upon recording, please return to:

Amy H. Bray, Esq.
Coulter & Sierra, LLC
2800 Century Parkway, Suite 275
Atlanta, GA 30345
1516-06

Cross Reference to:

Amended and Restated Declaration of
Covenants, Conditions and Restrictions
for Rockford Farm recorded in Deed
Book 812, Page 412, *et seq.*, Habersham
County, Georgia Records.

STATE OF GEORGIA

COUNTY OF FULTON

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROCKFORD FARM**

THIS AMENDMENT is made as of the 25th day of February, 2019 by Mountain View Holdings, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Rockford Properties, LLC signed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Rockford Farm by Rockford Properties, LLC, filed for record January 25, 2007, recorded in Deed Book 789, Page 901, *et seq.* of the real property records of the Clerk of the Superior Court of Habersham County, Georgia, as modified by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rockford Farm, filed for record July 6, 2007, recorded in Deed Book 812, Page 412, *et seq.* of the aforesaid records (as amended, the "Declaration");

WHEREAS, the rights of "Declarant" under the Declaration were assigned by Rockford Properties, LLC to Mountain View Holdings, LLC pursuant to that certain Limited Warranty Deed, recorded on December 19, 2016 in Deed Book 1128, Page 746, *et seq.* the real property records of the Clerk of the Superior Court of Habersham County, Georgia; and

WHEREAS, pursuant to the terms of Section 8.04 of the Declaration, so long as Declarant owns any property within the Property, the Declarant shall have the right to make