

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

4TH Amendment – dated 6-30-2013

3rd Amendment- dated 5-27-2011

2nd Amendment – dated 8-30-2000

1st Amendment – dated 6-15-1999

Original – dated 4-16-1999

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

4TH Amendment – dated 6-30-2013

3rd Amendment- dated 5-27-2011

2nd Amendment – dated 8-30-2000

1st Amendment – dated 6-15-1999

Original – dated 4-16-1999

4

FILED & RECORDED
DATE: 7/3/2013
TIME: 02:30PM
BOOK: W39
PAGE: 147-153
Holly Henry-Perry, Clerk
Rabun County, GA

After Recording Return To:
Moore & Reese, LLC
2987 Clairmont Road
Suite 350
Atlanta, Georgia 30329
Attn: Mindy C. Waitsman

Cross Reference To:
Deed Book S-18, Page 309
Deed Book X-18, Page 442
Deed Book B-19, Page 598
Deed Book B-20, Page 24
Deed Book B-20, Page 27
Deed Book O-35, Page 297
Deed Book Z-35, Page 625
Deed Book G-39, Page 552
Deed Book H-39, Page 115
Rabun County, Georgia Records

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON (hereinafter "Fourth Amendment") is made and entered into this 30th day of June, 2013 by GC LOT LOAN, LLC, a Georgia limited liability corporation, (the "Declarant");

WHEREAS, the original Declarant submitted certain property in the Waterfall at Lake Burton community to the Declaration of Covenants, Conditions and Restrictions for Waterfall at Lake Burton by Lake Burton Development, LLC, a Georgia limited liability company, dated as of April 16, 1999, recorded April 19, 1999, recorded in Deed Book S-18, Page 309, Records of Rabun County, Georgia, as re-recorded August 26, 1999, recorded in Deed Book B-19, Page 598, aforesaid Records; as amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall at Lake Burton by Lake Burton Development, L.L.C., a Georgia limited liability company, dated June 15, 1999, recorded June 30, 1999, recorded in Deed Book X-18, Page 442, aforesaid Records;; as further amended by that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall at Lake Burton by Lake Burton Development, LLC, a Georgia limited liability company, dated August 30, 2000, recorded September 13, 2000, recorded in Deed Book B-20,

Page 24, aforesaid Records; as affected by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Waterfall at Lake Burton, Unit 2, Phase 1 by Lake Burton Development, LLC, a Georgia limited liability company, dated August 30, 2000, recorded September 13, 2000, recorded in Deed Book B-20, Page 27, aforesaid Records; as further affected by that certain Written Notice of Termination of Class "B" Membership Interest and Notice of "Conversion Date" as to Declaration of Covenants, Conditions, and Restrictions for Waterfall at Lake Burton by Lake Burton Development, LLC, a Georgia limited liability company, dated November 9, 2009, filed for record November 10, 2009, recorded in Deed Book 0-35, Page 297, aforesaid Records; Rabun County Georgia Land Records (collectively the "Declaration"); as affected by the assignment of declarants rights as contained in that certain Limited Warranty Deed from Lake Burton Development, LLC, a Georgia limited liability company to SELAF Waterfall Development Co., LLC, a Georgia limited liability company, dated April 15, 2010, filed for record April 19, 2010, recorded in Deed Book Z-35, Page 625, aforesaid Records; as affected by that certain assignment of declarants rights as contained in that certain Quit Claim Deed from Selaf Waterfall Development Co., LLC, Selaf Waterfall Country Club, LLC and Selaf Waterfall Water and Sewer, LLC to GC Lot Loan, LLC and RL Prop 2011-1 Investments, LLC, December 4th, 2012, and recorded in Deed Book G-39, Page 552, aforesaid Records (as amended,) and as affected by Quitclaim Deed from GC Lot Loan, LLC and RL Prop 2011-1 Investments, LLC to GC Lot Loan, LLC dated January 31, 2013 and recorded February 1, 2013 in Deed Book H-39, Pages 115-118, aforesaid records making GC Lot Loan, LLC the Declarant, as that term is defined in the Declaration.

WHEREAS, pursuant to Section 1 of Article VII of the Declaration, for twenty (20) years after the recording of the Declaration, Declarant has the unilateral right to subject all or any portion of the Additional Property, as described in the Declaration, to the provisions of the Declaration by the recording of an amendment to the Declaration describing that portion of the Additional Property being annexed; and

WHEREAS, Declarant desires to subject fifty-three (53) additional lots to the Property as described on Exhibit "A," attached hereto and incorporated herein by this reference (the "New Lots"), which New Lots are part of the Additional Property, as defined in the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 4 of the Declaration, until Buildout, Declarant has the right to unilaterally amend this Declaration for any other purpose; provided, any such amendment shall not materially and adversely affect the substantive rights of any Owner, nor shall it adversely affect title to the Lot of any Owner; and

WHEREAS, the Board of Directors and the Declarant have determined that nothing in this Fourth Amendment will materially or adversely affect the substantive rights of any Owner and shall not adversely affect title to the Lot of any Owner, and

NOW, THEREFORE, for and in all consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. All capitalized terms used herein but not defined shall have the meanings ascribed to them in the Declaration.
2. Declarant hereby submits the New Lots to the Declaration and to the jurisdiction of the Association. The New Lots shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to the New Lots, and any portion thereof and shall be binding upon all persons

having any right, title, or interest in the New Lots, or any portion thereof, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Every person who is the record owner of a fee and undivided fee interest in a platted portion of the New Lots shall be entitled to all of the rights and subject to all of the restrictions granted to or imposed upon an Owner in the Declaration, subject to Section 2 of the Declaration and the Amendments herein, shall be a Member of and have a Membership in the Association.

3. Section B.2 of Article V of the Declaration is hereby amended by adding the following at the end of the first paragraph:

Notwithstanding the above, for so long as Declarant shall hold title to a New Lot and a Residential Unit has not been added to the New Lot, the New Lot may be maintained in its natural state. Declarant will have the same liability and obligation to others as is placed on any landowner by Georgia law.

4. Section 10 of Article VIII of the Declaration is hereby deleted in its entirety with the following Section 10 substituted in its place:

Section 10. Commencement of Assessments. Assessments shall only commence as to any New Lot owned by Declarant on the 30th calendar day after either (i) a Residential Unit is constructed on the New Lot and such Residential Unit is used for residential occupancy, or (ii) Declarant transfers title of the New Lot to any Person other than Declarant (or a successor Declarant). Notwithstanding anything herein to the contrary, until the occurrence of either of the foregoing events with respect to any New Lot owned by Declarant, Declarant shall not be obligated to pay any assessment of any kind, or any other costs or monetary obligation under the Declaration, with respect to any New Lot owned by Declarant (and no such obligations shall accrue with respect to such New Lots). Assessments shall only commence as to any New Lot not owned by Declarant on the 30th calendar day after the subdivision of the New Lot pursuant to Section 3 of Article II above.

5. Except as otherwise amended herein, the remainder of the Declaration remains in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, this Fourth Amendment has been signed, sealed and delivered by Declarant as of the day and year first set forth above.

GC LOT LOAN, LLC.

Declarant

By: J. P. Cate [SEAL]

Name: James P. Cate

It's (Title) Manager

[SEAL]

Signed, sealed, and delivered
this 1st day of July, 2013
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]



EXHIBIT "A"

Exhibit 4

**Legal Description of 53 Lots
Waterfall at Lake Burton, Rabun County, Georgia**

The New Lots are as follows:

A20, J1, J2, J3, J5, J6, J9, J10, J11, J12, J13, J14, J15, J17, J18, J19, J22, J23, J24, J25, J26, J27, J28, J29, J30, J31, J32, J33, J34, J35, J44, J45, J46, J47, J48, J51, J52, J53, J54, J55, J56, J57, J58, J59, J60, J61, J62, J63, J64, J65, J66, J67, J68 all as depicted on the attached plat labeled Master Plan for Lake Burton Club and further described as follows:

Legal Description: Block A, Lot 20

All those tracts or parcels of land lying and being in Land Lot 6, 1st Land District, Rabun County, Georgia and particularly including the following lots shown on that certain survey for Waterfall at Lake Burton, Unit 4, Block A, prepared by Appalachian Surveying Company, Inc. dated December 17, 2003 and revised December 12, 2005, bearing the seal of William F. Rolader, Georgia Registered Land Surveyor No. 2042 and recorded in the office of the Clerk of Superior Court of Rabun County, Georgia in Plat Book 54, Page 286:

Lot 20 containing 0.46 acres;

Said survey is incorporated herein by reference for a full and complete description of the above described lots.

Together with and subject to covenants, easements, and restrictions of record.

Legal Description: Unit 6, Block J, Phase 1 – Lot 48

All those tracts or parcels of land lying and being in Land Lot 6, 1st Land District, Rabun County, Georgia and particularly including the following lots shown on that certain Final Plat prepared by Land Engineering, Inc. dated July 12, 2012, bearing the seal of Mitchell J. Paulk, Georgia Registered Land Surveyor No. 2775 and recorded in the office of the Clerk of Superior Court of Rabun County, Georgia in Plat Book 61, Page 279;

Lot 48 containing 0.437 acres;

Said Final Plat is incorporated herein by reference for a full and complete description of the above described lots.

Together with and subject to covenants, easements, and restrictions of record.

Legal Description: Unit 6, Block J, Phase 1 – Lots 1-3, 5, 6, 9-15, 17-19, 22-35, & 44-47

All those tracts or parcels of land lying and being in Land Lot 6, 1st Land District, Rabun County, Georgia and particularly including the following lots shown on that certain Final Plat for Lake Burton Club Phase 1, Unit 6, Block J, Lots 1-3, 5, 6, 9-15, 17-19, 22-35, 41 & 44-47 prepared by Land Engineering, Inc. dated May 17, 2013, bearing the seal of Mitchell J. Paulk, Georgia Registered Land Surveyor No. 2775 and recorded in the office of the Clerk of Superior Court of Rabun County, Georgia in Plat Book 62, Pages 76-80;

Lot 1 containing 0.477 acres;
Lot 2 containing 0.600 acres;
Lot 3 containing 0.541 acres;
Lot 5 containing 0.455 acres;
Lot 6 containing 0.499 acres;
Lot 9 containing 0.855 acres;
Lot 10 containing 0.928 acres;
Lot 11 containing 0.863 acres;
Lot 12 containing 0.836 acres;
Lot 13 containing 0.902 acres;
Lot 14 containing 0.878 acres;
Lot 15 containing 1.082 acres;
Lot 17 containing 0.728 acres;
Lot 18 containing 0.748 acres;
Lot 19 containing 0.625 acres;
Lot 22 containing 0.682 acres;
Lot 23 containing 0.731 acres;
Lot 24 containing 0.758 acres;
Lot 25 containing 1.089 acres;
Lot 26 containing 1.059 acres;
Lot 27 containing 0.819 acres;
Lot 28 containing 0.724 acres;
Lot 29 containing 0.424 acres;
Lot 30 containing 0.330 acres;
Lot 31 containing 0.353 acres;
Lot 32 containing 0.318 acres;
Lot 33 containing 0.332 acres;
Lot 34 containing 0.420 acres;
Lot 35 containing 0.344 acres;
Lot 44 containing 0.277 acres;
Lot 45 containing 0.317 acres;
Lot 46 containing 0.346 acres;
Lot 47 containing 0.489 acres;

Said Final Plat is incorporated herein by reference for a full and complete description of the above described lots.

Together with and subject to covenants, easements, and restrictions of record.

Legal Description: Unit 6, Block J, Phase 2 – Lots 51-68

All those tracts or parcels of land lying and being in Land Lot 6, 1st Land District, Rabun County, Georgia and particularly including the following lots shown on that certain Final Plat for Lake Burton Club Phase 1, Unit 6, Block J, Lots 51-68 prepared by Land Engineering, Inc. dated June 11, 2013, bearing the seal of Mitchell J. Paulk, Georgia Registered Land Surveyor No. 2775 and recorded in the office of the Clerk of Superior Court of Rabun County, Georgia in Plat Book 62, Pages 73-75;

Lot 51 containing 0.345 acres;
Lot 52 containing 0.267 acres;
Lot 53 containing 0.236 acres;
Lot 54 containing 0.668 acres;
Lot 55 containing 0.364 acres;
Lot 56 containing 0.423 acres;
Lot 57 containing 0.579 acres;
Lot 58 containing 0.857 acres;
Lot 59 containing 1.205 acres;
Lot 60 containing 0.860 acres;
Lot 61 containing 0.536 acres;
Lot 62 containing 0.448 acres;
Lot 63 containing 0.555 acres;
Lot 64 containing 0.338 acres;
Lot 65 containing 0.313 acres;
Lot 66 containing 0.257 acres;
Lot 67 containing 0.423 acres;
Lot 68 containing 0.406 acres;

Said Final Plat is incorporated herein by reference for a full and complete description of the above described lots.

Together with and subject to covenants, easements, and restrictions of record.

2
After Recording Return To:
J.V. Dell, P.C.
1041 Founder's Row, Suite A
Greensboro, GA 30642
C/M #1002-0002

FILED & RECORDED
DATE: 8/8/2011
TIME: 05:00PM
BOOK: M37
PAGE: 400-401
Holly Henry-Perry, Clerk
Rabun County, GA

Cross Reference To:
Deed Book S-18, Page 309
Rabun County, Georgia Records

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WATERFALL AT LAKE BURTON**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON**
(hereinafter "Third Amendment") is made and entered into this 27th day of May, 2011 by
SELAF WATERFALL DEVELOPMENT CO., LLC, a Georgia limited liability corporation,
(the "Declarant");

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Waterfall At Lake Burton, was recorded on or about April 16, 1999 at Deed Book S-18, Pages 309-342; as amended by First Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall At Lake Burton recorded at Deed Book X-18, Pages 442-443; and amended by Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall At Lake Burton recorded at Deed Book B-20, Page 24; as supplemented by The Supplemental Declaration of Covenants, Conditions and Restrictions For Waterfall At Lake Burton, Unit 2, Phase 1 as recorded at Deed Book B-20, Pages 27-48, Rabun County Georgia Records (collectively the "Declaration");

WHEREAS, the declarant rights were assigned to Declarant in that certain Limited Warranty Deed dated November 9, 2009, as recorded at Deed Book Z-35, Page 625, Rabun County Georgia Records.

WHEREAS, pursuant to Section 1 of Article VII of the Declaration, for twenty (20) years after the recording of the Declaration, Declarant has the unilateral right to subject all or any portion of the Additional Property, as described in the Declaration, to the provisions, of the declaration by the recording of an amendment to the Declaration describing that portion of the Additional Property being annexed; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Annexed Property"), which Annexed Property is a part of the Additional Property, to the provisions of the Declaration.

NOW, THEREFORE, for and in all consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. All capitalized term used herein but not defined shall have the meanings ascribed to them in the Declaration.
2. Declarant hereby submits the Annexed Property to the Declaration and to the jurisdiction of the Association. Then Annexed Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to the Property and any portion thereof and shall be binding upon all persons having any right, title, or interest in the Annexed Property, or any portion thereof, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Every person who is the record owner of a fee and undivided fee interest in a platted portion of the Annexed Property shall be entitled to all of the rights and subject to all of the restrictions granted to or imposed upon an Owner in the Declaration and, subject to Section 2 of the Declaration, shall be a Member of and have a Membership in the Association.
3. Except as amended by this Third amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment has been signed, sealed and delivered by Declarant as of the day and year first set forth above.

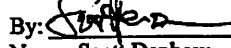
Declarant:

Signed, sealed and delivered
in the presence of:


Witness


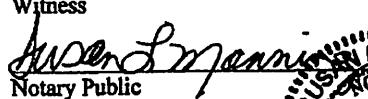
Notary Public

SELAF Waterfall Development Co., LLC,
a Georgia limited liability company


By:  (Seal)
Name: Scott Denbow
Its: Vice President



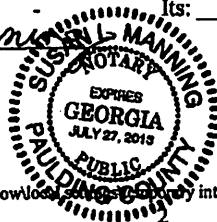
Signed, sealed and delivered
in the presence of:


Witness

Notary Public

CONSENTED TO BY:
United Community Bank

By:  (Seal)
Name: Richard G. Ellis
Its: Senior Vice President

(CORPORATE SEAL)



After Recording Return To:
J.V. Dell, P.C.
1041 Founder's Row, Suite A
Greensboro, GA 30642
C/M #1002-0002

Cross Reference To:
Deed Book S-18, Page 309
Rabun County, Georgia Records

FILED & RECORDED
DATE: 8/8/2011
TIME: 05:00PM
BOOK: N37
PAGE: 400-401
Holly Henry-Perry, Clerk
Rabun County, GA

FILED & RECORDED
DATE: 8/22/2011
TIME: 12:15PM
BOOK: N37
PAGE: 401-403
Holly Henry-Perry, Clerk
Rabun County, GA

CORRECTIVE

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WATERFALL AT LAKE BURTON**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON**
(hereinafter "Third Amendment") is made and entered into this 27th day of May, 2011 by
SELAF WATERFALL DEVELOPMENT CO., LLC, a Georgia limited liability corporation,
(the "Declarant");

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Waterfall At Lake Burton, was recorded on or about April 16, 1999 at Deed Book S-18, Pages 309-342; as amended by First Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall At Lake Burton recorded at Deed Book X-18, Pages 442-443; and amended by Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall At Lake Burton recorded at Deed Book B-20, Page 24; as supplemented by The Supplemental Declaration of Covenants, Conditions and Restrictions For Waterfall At Lake Burton, Unit 2, Phase 1 as recorded at Deed Book B-20, Pages 27-48, Rabun County Georgia Records (collectively the "Declaration");

WHEREAS, the declarant rights were assigned to Declarant in that certain Limited Warranty Deed dated November 9, 2009, as recorded at Deed Book Z-35, Page 625, Rabun County Georgia Records.

WHEREAS, pursuant to Section 1 of Article VII of the Declaration, for twenty (20) years after the recording of the Declaration, Declarant has the unilateral right to subject all or any portion of the Additional Property, as described in the Declaration, to the provisions, of the declaration by the recording of an amendment to the Declaration describing that portion of the Additional Property being annexed; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Annexed Property"), which Annexed Property is a part of the Additional Property, to the provisions of the Declaration.

*** The purpose for re-recording is to attach the "Exhibit A".

NOW, THEREFORE, for and in all consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. All capitalized term used herein but not defined shall have the meanings ascribed to them in the Declaration.
2. Declarant hereby submits the Annexed Property to the Declaration and to the jurisdiction of the Association. Then Annexed Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to the Property and any portion thereof and shall be binding upon all persons having any right, title, or interest in the Annexed Property, or any portion thereof, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Every person who is the record owner of a fee and undivided fee interest in a platted portion of the Annexed Property shall be entitled to all of the rights and subject to all of the restrictions granted to or imposed upon an Owner in the Declaration and, subject to Section 2 of the Declaration, shall be a Member of and have a Membership in the Association.
3. Except as amended by this Third amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment has been signed, sealed and delivered by Declarant as of the day and year first set forth above.


Declarant:

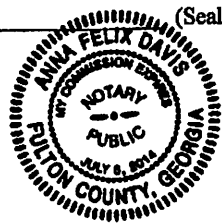
Signed, sealed and delivered
in the presence of:


Witness



Notary Public

SELAF Waterfall Development Co., LLC,
a Georgia limited liability company

By:  (Seal)
Name: Scott Denbow
Its: Vice President

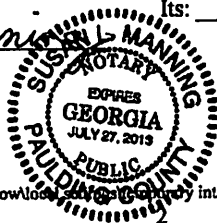


Signed, sealed and delivered
in the presence of:


Witness

Notary Public

CONSENTED TO BY:
United Community Bank

By:  (Seal)
Name: Richard G. Ellis
Its: Senior Vice President



(CORPORATE SEAL)

EXHIBIT "A"
Legal Description
14 Lots, Lake Burton Club, Rabun County, Georgia

All that tract or parcel of land lying and being in Land Lot 6, 1st District, Rabun County, Georgia and being more particularly described as Lots 4, 7, 8, 16, 20, 21 and 36 - 43, of Lake Burton Club according to that certain plat of survey as prepared by Mitchell J. Paul, and recorded at Plat Book 61, Pages 36 - 40, Rabun County, Georgia real estate records. The original plat and recorded copy thereof are hereby incorporated for all purposes.

Return to:

ANDERSEN, DAVIDSON & TATE, P.C.

P.O. BOX 2000

LAWRENCEVILLE, GEORGIA 30046

File No: 6102-7001 Attn: Linda

Spohn town Corp

Prepared by and return to: Patrick D. Jegstetter
1370 Rock Quarry Road, Suite B
Stockbridge, GA 30281

Cross References:
Deed Book S-18, Page 309
Deed Book X-18, Page 442

**SECOND AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WATERFALL AT LAKE BURTON**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON (hereinafter "Second Amendment") is made and entered into this 30th day of August, 2000 by LAKE BURTON DEVELOPMENT, LLC, a Georgia limited liability company (hereinafter "Declarant");

WHEREAS, the Declaration of Covenants Conditions and Restrictions for Waterfall at Lake Burton was recorded on or about April 16, 1999 in Deed Book S-18, pages 309-342 of the Rabun County, Georgia records and amended by First Amendment to the Declaration of Covenants Conditions and Restrictions for Waterfall at Lake Burton recorded at Deed Book X-18, Pages 442-443, Rabun County, Georgia Records (collectively the "Declaration");

WHEREAS, pursuant to Section 1 of Article VII of the Declaration, for twenty (20) years after the recording of the Declaration, Declarant has the unilateral right to subject all or any portion of the Additional Property, as described in the Declaration, to the provisions of the Declaration by the recording of an amendment to the Declaration describing that portion of the Additional Property being annexed; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Annexed Property"), which Annexed Property is a part of the Additional Property, to the provisions of the Declaration.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

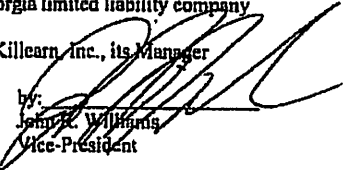
1. All capitalized term used herein but not defined shall have the meanings ascribed to them in the Declaration.
2. Declarant hereby submits the Annexed Property to the Declaration and to the jurisdiction of the Association. The Annexed Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to the Property and any portion thereof and shall be binding upon all persons having any right, title, or interest in the Annexed Property, or any portion thereof, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Every person who is the record owner of a fee or undivided fee interest in a platted portion of the Annexed Property shall be entitled to all of the rights and subject to all of the restrictions granted to or imposed upon an Owner in the Declaration and, subject to Section 2 of the Declaration, shall be a Member of and have Membership in the Association.
3. Except as amended by this Second Amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been signed, sealed and delivered by Declarant as of the day and year first set forth above.

Declarant:

LAKE BURTON DEVELOPMENT, LLC,
a Georgia limited liability company

by: Killearn Inc., its Manager

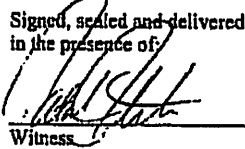
by: 
John R. Williams
Vice-President

[CORPORATE SEAL]

* CORPORATE SEAL *

Signed, sealed and delivered
in the presence of:

Witness


Annie L. Brookshire
Notary Public

Commission Expires: March 22, 2004



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 6 of the 1st District, Rabun County, Georgia being more particularly described as Lots #1, 2, 3, 3G, 4, 5, 6, 6G, 7, 8, 9, 9G, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 as shown on plat of survey prepared by Moore Bass Consulting, Inc., dated 7/28/00 titled "FINAL PLAT" and recorded at Plat Book 45, page 176 in the office of the Clerk of Superior Court of Rabun County, Georgia.

RECORDED THIS THE 13TH DAY OF SEPTEMBER 2000,



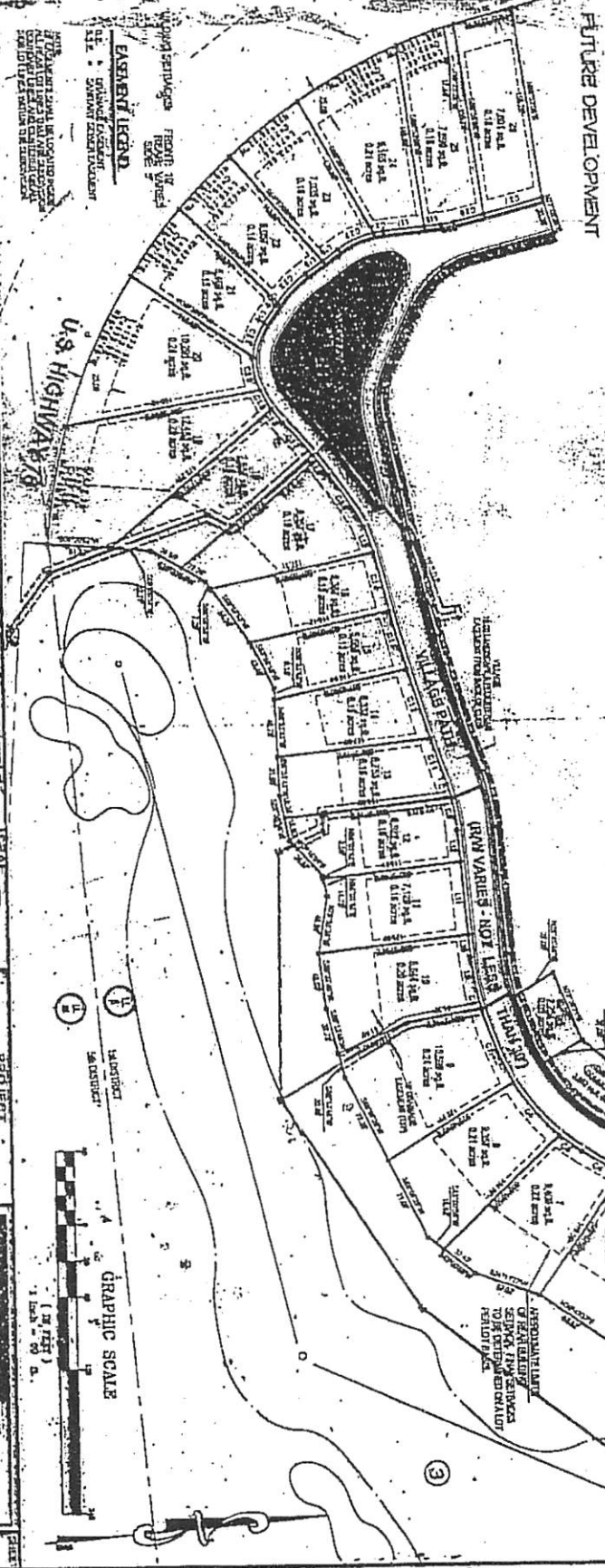
CLERK, S.C.

WATERFALL DRIVE
40' ROW

LEGEND

- EXISTING STORM DRAIN
- POSSIBLE WING CATCH BASIN
- SINGLE WING CATCH BASIN
- 1/2' REBAR REINFORCEMENT SET

CUTTABLE			
CHUTE	BLK	WATER	QTY
C1	100'	100'	100'
C2	100'	100'	100'
C3	100'	100'	100'
C4	100'	100'	100'
C5	100'	100'	100'
C6	100'	100'	100'
C7	100'	100'	100'
C8	100'	100'	100'
C9	100'	100'	100'
C10	100'	100'	100'
C11	100'	100'	100'
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PROJECT
WATERFALL DRIVE
LOT 177

CLIENT
MOORE BASS

DATE
10/1/77

SCALE
1" = 40'

LEGEND

EXISTING STORM DRAIN

POSSIBLE WING CATCH BASIN

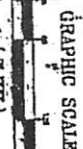
SINGLE WING CATCH BASIN

1/2' REBAR REINFORCEMENT SET

Recorded This 4th Day of August 1977

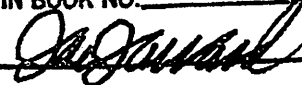
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41	410 00 00	416 00	820 00
42	420 00 00	424 00	840 00
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47	470 00 00	476 00	940 00
48	480 00 00	484 00	960 00
49	490 00 00	496 00	980 00
50	500 00 00	504 00	1000 00

EXISTING STORM DRAIN
DOUBLE WING CATCH BASIN
SINGLE WING CATCH BASIN
1/2" REBAR MONUMENT SET



Recorded This 4th Day of August 1888
Chas. S. S.

2025-720-66-0001

1
GEORGIA, RABUN COUNTY
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD AUGUST 25
1999 AT 1:40 O'CLOCK P. M
RECORDED AUGUST 26 1999
IN BOOK NO. B-19 PAGE 598-642
 CLERK

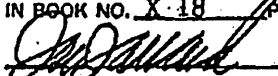
RETURN RECORDED INSTRUMENT TO:
Steven M. Winter, Esq. Michael H. Cummings II
WEINSTOCK & SCAVO, P.C. P.O. Drawer 1568
3405 Piedmont Road, NE, Suite 300 Clayton, GA 30525
Atlanta, Georgia 30305

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

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

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

After recording return to:
Robert W. Scholz, Esq.
Dietrick, Evans, Scholz & Williams
3490 Piedmont Road, N.E., Suite 1500
Atlanta, Georgia 30305

GEORGIA, RABUN COUNTY
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD JUNE 28
19 99 AT 11:00 O'CLOCK A M
RECORDED JUNE 30 1999
IN BOOK NO. X-18 PAGE 442-443
 CLERK

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

Cross Reference: Deed Book S-18
Page 309

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON (hereinafter "First Amendment") is
made and entered into this 15th day of June, 1999 by Lake Burton Development,
L.L.C., a Georgia limited liability company (hereinafter "Declarant").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Waterfall at Lake
Burton was recorded on or about April 16th, 1999 in Deed Book S-18, Page 309-342
of the Rabun County, Georgia records (hereinafter "Declaration"); and

WHEREAS, pursuant to Section 4 of Article XII of the Declaration, until Buildout, Declarant
may unilaterally amend this Declaration for any purpose so long as such amendment does not materially
and adversely affect the substantive rights of any owner nor shall it adversely affect title to the lot of any
owner without consent of the affected owner; and

WHEREAS, Buildout has not yet occurred and this First Amendment does not materially and
adversely affect the substantive rights of any owner, nor does the First Amendment adversely affect title
to the lot of any owner;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is
amended as follows:

1. All capitalized terms used herein but not defined shall have the meanings ascribed to them in the
Declaration.

2. Section 9 of Article VIII of the Declaration is hereby deleted in its entirety with the following Section 9 substituted in its place:

"Section 9. Budget Deficits Prior to Conversion Date. Until the Conversion Date, in the event of any shortfall in assessments levied by the Board and the actual expenditures required to operate the Association, Declarant may, but shall not be obligated to, loan to the Association, at a reasonable rate of interest, funds necessary to operate the Association, exclusive of any capital reserve contributions due to the Association. In the event Declarant elects to make such a loan to the Association, the loan and interest due thereon may, at the option of the Declarant, be applied to future assessments otherwise due from the Declarant and affiliates of the Declarant provided the shortage is not the result of collection deficiencies attributable to the Lots owned by the Declarant and affiliates of the Declarant."

3. Section 10 of Article VIII of the Declaration is hereby deleted in its entirety with the following Section 10 substituted in its place:

"Section 10. Commencement of Assessments. All assessments shall commence as to all Lots on the thirtieth (30th) calendar day after the designation of Lots pursuant to Section 2 of Article II, above."

4. Except as amended by this First Amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been signed, sealed and delivered by Declarant as of the day and year first above written.

DECLARANT:

LAKE BURTON DEVELOPMENT,
LLC, a Georgia limited liability
company

By: 

John R. Williams, Vice-President

[CORPORATE SEAL]

Signed, sealed and delivered in the
presence of:



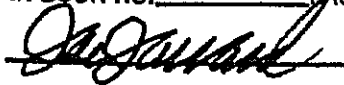
Witness


Notary Public

My Commission Expires: 11/29/02

[NOTARY SEAL]

GEORGIA, RABUN COUNTY
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD AUGUST 25
1999 AT 1:40 O'CLOCK P. M
RECORDED AUGUST 26 1999
IN BOOK NO. B-19 PAGE 598-642

 CLERK

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

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

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

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

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON (hereinafter "Declaration") is made as of 11th day of April, 1999 by Lake Burton Development, LLC, a Georgia limited liability company (hereinafter "Declarant").

WITNESSETH

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

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

ARTICLE I.

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.

Development

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

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

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

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

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

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

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

ARTICLE III.

Property Rights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

Association Membership and Voting Rights

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

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

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

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

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

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

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

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

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

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

ARTICLE V.

Association Powers and Responsibilities

A. IN GENERAL.

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

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

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

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

B. MAINTENANCE.

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

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

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

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

C. INSURANCE AND CASUALTY OR LIABILITY LOSSES.

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

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

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

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

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

Section 3. Damage and Destruction.

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

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

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

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

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

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

ARTICLE VI.

Condemnation

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

ARTICLE VII.

Annexation of Additional Property/Withdrawal of Property

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

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

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

ARTICLE VIII.

Assessments

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

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

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

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

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

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

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

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

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

Déclaration.

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

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

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

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

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

ARTICLE IX.

Architectural Standards

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

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

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

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

Section 4. Plans and Specifications.

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

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

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

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

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

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

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

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

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

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

ARTICLE X.

Mortgagee Provisions

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

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

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

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

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

ARTICLE XI

Use Restrictions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII

General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

The Board shall establish reasonable rules with respect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

LAKE BURTON DEVELOPMENT, LLC, a
Georgia limited liability company

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

[CORPORATE SEAL]

Signed, sealed and delivered in the
presence of:

Witness

Notary Public

My Commission Expires: 11/29/22

[NOTARY SEAL]

LAKE BURTON DOCUMENT DECLARATION

EXHIBIT 'A'

Description of Unit 1

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

EXHIBIT 'B'

Additional Property

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

Waterfall Country Club
Tract 1

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

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

Exhibit "C"
Page 1 of 9

Waterfall Country Club
Tract 2

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

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

EXHIBIT "C"
Page 2 of 2

Waterfall Country Club
Tract 3

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

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

EXHIBIT "C"

PAGE 3 OF 9

Waterfall Country Club
Tract 4

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

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

EXHIBIT "C"

PAGE 4 OF 9

Waterfall Country Club
Tract 5

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

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

EXHIBIT "C"

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

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Waterfall Country Club
Tract 6

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

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

Waterfall Country Club
Tract 7

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

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

EXHIBIT "C"

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

EXHIBIT "C"

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WATERGALL COUNTRY CLUB UNIT 1
LANDLOT 21, 5TH DISTRICT
LANDLOTS 4, 15, 15TH DISTRICT

- [illegible]

THE FIELD DATA UPON WHICH THIS PLAY IS BASED HAS A CLOSURE OF ONE FOOT IN 112,500 FEET AND AN ANGULAR ERROR OF 01" SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE METHOD. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAY WERE OBTAINED BY USING A RECOLLETER 610 ROBORNIC TOTAL STATION.

THIS PLAY HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,667,309 FEET.

THIS SURVEY IS SUBJECT TO ALL
RIGHT-OF-WAYS/EASEMENTS AS SHOWN ON OF RECORD.
ALL BEARINGS ARE BASED ON A SURVEY BY W.K.
DICKSON.

A PORTION OF THIS PROPERTY IS IN A FLOOD HAZARD ZONE AS PER F.E.M.A. FLOOD INSURANCE RATE MAP FOR RABUN COUNTY, COMMUNITY PANEL NO. 130156002D-B LAST REVISED 6-19-85.

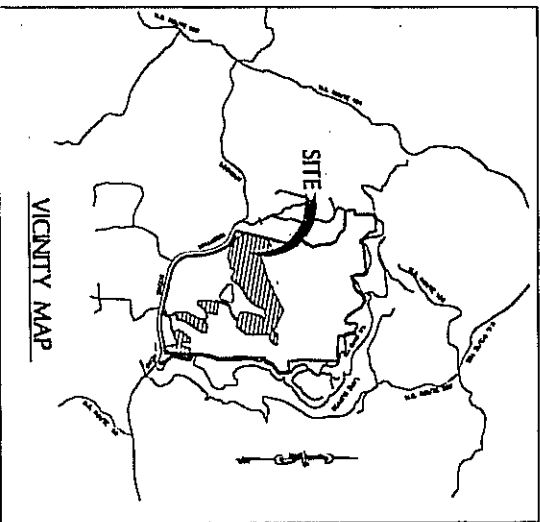
THE WATER AND SEWER SYSTEMS FOR THIS DEVELOPMENT ARE PRIVATE. OWNERSHIP IS TO REMAIN WITH LAKE BURTON DEV., L.L.C., ITS SUCCESSORS AND ASSIGNS.

ALL PROPERTY CORNERS ARE MARKED WITH 1/2" REBAR
WITH A YELLOW CAP MARKED WBB #2629 OR PROP. COR.
PLS #2628

A 20 FOOT EASEMENT IS RESERVED CENTERED ABOUT ALL PROPERTY LINES FOR FUTURE SEWER, STORM DRAINAGE, UTILITY OR CART PATH USE.

GOLF CART CROSSINGS ARE HEREBY RESERVED
EASEMENTS FOR LAKE BURTON DEV. L.P.C. ITS
SUCCESSORS AND ASSIGNS.

FINAL PLAT FOR
UNIT 1
WATERFALL
at LAKE BURTON



ADMINISTRATIVE DESK

DATE 5-11-11

APPROVED FOR RECORDING
RABUN COUNTY PLANNING COMMISSION

"THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HEREIN, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT A STATE, CITY AND COUNTY TAXES AND OTHER ASSESSMENTS, NOW DUE ON THIS LAND HAVE BEEN PAID."

AGENT _____
DATE _____

OWNER W. L. J.
DATE 4/11/97

IT IS HEREBY CERTIFIED THAT THE PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND ARE MARKED AS FUTURE, AND THEIR LOCATION, SIZE TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL ENGINEERING REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF RABUN COUNTY HAVE BEEN FULLY COMPLIED WITH.

1. AS SIGNED, 7/15
REGISTERED GEORGIA LAND
SURVEY NUMBER 2628


A CERTIFICATE OF APPROVAL OF THE FINAL PLAT BY THE PLANNING COMMISSION DIRECTLY ON THE PLAT AS FOLLOWS: "PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF RABUN COUNTY, ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL BY THE RABUN COUNTY PLANNING COMMISSION ON

DATE 4-11-73
W. E. Lewis
 SECRETARY, PLANNING COMMISSION

PLANNING COMMISSION STATEMENT:

THE RABUN PLANNING COMMISSION DOES NOT CERTIFY NOR GUARANTEE THE AVAILABILITY OF WATER AND SEWER SERVICES AS STATED ON THIS PLAN. THE AVAILABILITY OF WATER AND SEWER SERVICES SHOULD BE CONFIRMED FROM THE APPROPRIATE AUTHORITIES PRIOR TO PURCHASE.

SHEET	1	REVISIONS	SHEET TITLE	PROJECT	CLIENT NAME
DATE	3/30/99	1. REVIEWED PER CLIENT	FINAL PLAT	WATERFALL AT LAKE BURTON UNIT 1	LAKE BURTON DEV. L.L.C. 15/70 ROCK QUARRY ROAD, SUITE B STOCKBRIDGE, GEORGIA 30281 (770) 389-2004
JOB #	97-061	CONTRACT #			
	439 012	FDG-point			
DRAWN BY	LD/brn				
CHECKED BY	LD/brn				
DATE	4/22/99 DWG				



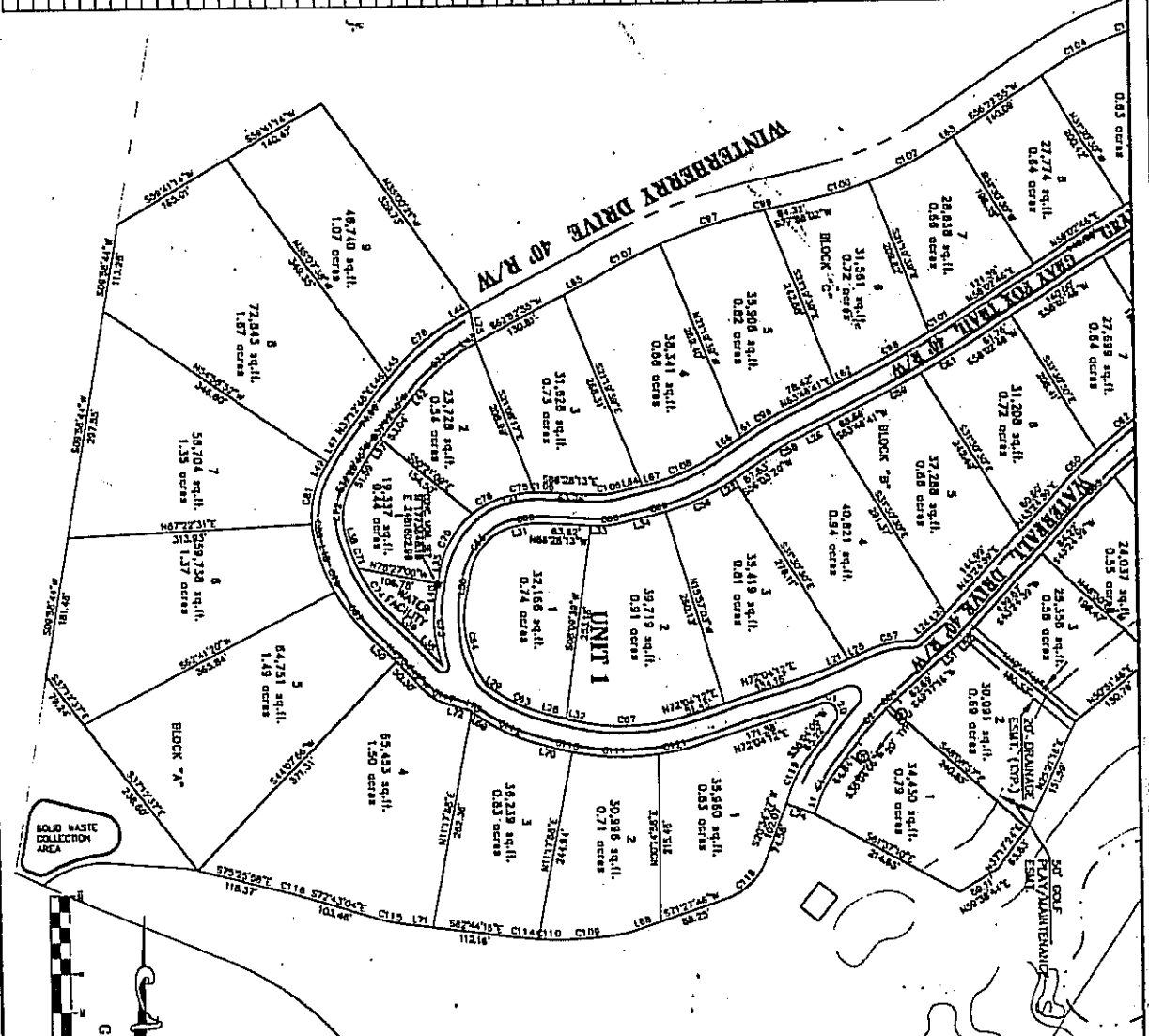
**MOORE, BASS
& BIBLER, INC.**

101 NORTH LANTANA BLVD.
SUITE 200
FARMINGTON, CT 06030
TEL: 860.634.1100
FAX: 860.634.1101
WWW.MOOREBIBLER.COM

• LAND USE PLANNING	• CIVIL ENGINEERING DESIGN
• LAND SURVEYING	• ENVIRONMENTAL PLANNING
• LANDSCAPE ARCHITECTURE	

Recorded this the
16th day of April 1999. Joe Donawick, Clint, S.C.

C1	520.00'	18.48'	N50°48'10"E	18.48'
C2	444.46'	68.00'	S54°18'19"W	68.00'
C3	220.00'	33.92'	S50°06'45"W	33.92'
C4	95.00'	91.88'	S67°24'54"W	89.84'
C5	170.00'	84.49'	N45°11'37"E	83.87'
C6	320.00'	43.13'	S55°53'00"W	43.10'
C7	320.00'	140.50'	S72°18'59"W	140.02'
C8	1480.00'	107.70'	N41°13'36"E	107.80'
C9	320.00'	125.00'	S77°31'06"W	125.00'
C10	320.00'	73.66'	N73°17'27"E	73.59'
C11	1480.00'	40.38'	N56°19'39"E	40.35'
C12	320.00'	120.23'	N68°33'56"E	119.08'
C13	320.00'	23.05'	N68°33'56"E	23.04'
C14	482.42'	117.94'	S62°48'38"E	117.93'
C15	100.00'	29.48'	N68°09'39"E	29.34'
C16	140.00'	10.64'	N68°35'51"W	10.64'
C17	250.00'	99.47'	S64°54'07"W	99.39'
C18	250.00'	91.69'	N65°21'25"E	91.26'
C19	475.00'	101.85'	N65°55'37"E	101.66'
C20	320.00'	14.78'	S67°17'02"E	14.78'
C21	320.00'	89.97'	S57°46'30"E	89.50'
C22	320.00'	13.65'	S78°14'30"E	13.65'
C23	424.00'	28.27'	S64°28'34"E	28.26'
C24	224.00'	39.35'	S77°43'40"E	39.30'
C25	224.00'	13.01'	N74°04'31"W	13.03'
C26	224.00'	38.10'	S58°40'28"E	37.63'
C27	70.00'	75.50'	N48°01'07"E	73.04'
C28	117.25'	38.27'	S70°13'47"W	38.12'
C29	151.91'	33.66'	N40°28'54"W	34.06'
C30	320.00'	79.62'	N42°38'17"E	79.47'
C31	320.00'	33.07'	S51°32'04"W	32.45'
C32	320.00'	47.85'	N67°48'11"W	46.07'
C33	280.00'	20.43'	N59°18'43"W	20.47'
C34	170.00'	11.94'	N58°24'14"W	11.92'
C35	130.00'	22.53'	N50°07'33"E	22.49'
C36	61.00'	22.53'	N50°07'33"E	22.49'
C37	220.00'	84.79'	S18°11'49"E	84.62'
C38	780.00'	192.46'	N42°32'57"E	191.97'
C39	780.00'	184.74'	N42°32'57"E	184.00'
C40	780.00'	153.93'	S40°28'32"W	153.46'
C41	81.00'	84.49'	S72°48'38"E	82.15'
C42	103.00'	153.93'	S40°28'32"W	153.46'
C43	480.00'	163.26'	S70°57'40"E	163.60'
C44	64.00'	54.00'	N67°01'00"W	54.00'
C45	480.00'	54.00'	S64°48'55"W	53.62'
C46	120.00'	54.00'	N67°01'00"W	54.00'
C47	80.00'	71.43'	N68°48'14"W	69.00'
C48	153.00'	137.91'	S60°08'23"E	133.41'
C49	153.00'	137.91'	S60°08'23"E	133.41'
C50	145.00'	153.11'	S49°32'22"W	148.12'
C51	150.00'	87.05'	N64°15'35"E	85.85'
C52	130.00'	48.92'	N37°33'47"E	48.83'
C53	130.00'	48.92'	S55°24'53"W	48.93'
C54	130.00'	13.96'	S59°21'08"W	13.79'
C55	121.00'	165.57'	N44°52'20"W	163.25'
C56	145.00'	78.35'	S60°21'26"W	77.40'
C57	114.00'	101.77'	S68°01'11"E	98.49'
C58	105.00'	110.83'	S49°13'22"W	105.81'
C59	200.00'	108.81'	N64°15'35"E	107.47'
C60	120.00'	118.21'	N28°45'13"E	115.84'
C61	20.00'	21.87'	S53°27'56"E	22.48'
C62	100.00'	58.64'	S19°13'30"E	58.87'
C63	30.00'	24.31'	S76°19'30"W	24.03'
C64	50.00'	16.84'	S59°11'06"E	16.48'
C65	1520.00'	63.88'	N68°14'00"E	64.80'
C66	420.00'	33.66'	N54°53'01"E	33.09'
C67	1480.00'	38.49'	N41°40'15"E	38.27'
C68	15.00'	35.11'	S13°11'13"E	37.63'
C69	120.00'	71.46'	S70°53'03"W	70.41'
C70	93.00'	156.61'	N57°23'08"E	146.05'
C71	180.00'	88.19'	S74°13'06"W	87.31'



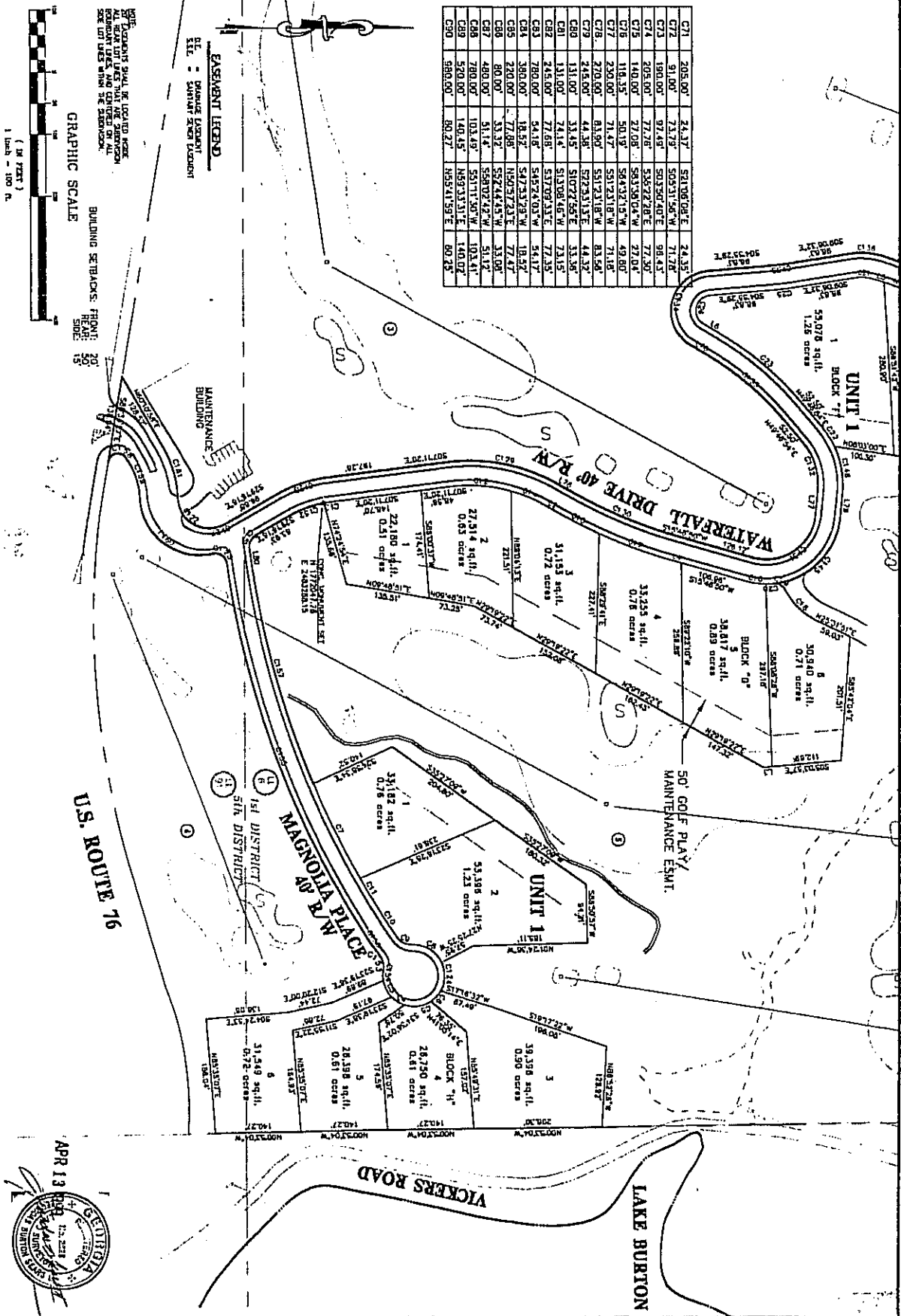
EASEMENT LEGEND
 E1 - DRAINAGE EASEMENT
 E2 - EASEMENT FOR EASEMENT
 E3 - EASEMENT FOR EASEMENT
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 E99 - EASEMENT FOR EASEMENT
 E100 - EASEMENT FOR EASEMENT



SHEET DATE: 3/26/93		REVISIONS		SHEET TITLE		PROJECT		CLIENT NAME	
JOB # 97-001		1. REVISED PER CLIENT		FINAL PLAT		WATERFALL AT LAKE BURTON UNIT 1		LAKE BURTON DEV. L.L.C., 1570 ROCK QUARRY ROAD, SUITE B STOCKBRIDGE, GEORGIA 30281 (770) 389-2004	
CONTRACT # 428-022		428-222P.D.W.		DRAWN BY TDB-pet		CHECKED BY LBS-ers		MOORE, BASS & BIBLER, INC. 1000 N. W. 11th Ave. Fort Lauderdale, FL 33304 (305) 555-1111 FAX: (305) 555-1112	


Recorded this the 16th day of April 1999 See Journal, Clerk S.C.

C71	205.00	24.37	505.036.0E	24.35
C72	91.00	7.73	501.051.96W	7.76
C73	190.00	97.45	50.530.40'E	98.43
C74	205.00	77.76	58.532.28'E	77.30
C75	110.00	27.05	58.533.04'W	27.04
C76	114.55	50.13	58.532.15'W	49.60
C77	230.00	71.47	58.531.18'W	71.18
C78	270.00	81.90	58.531.18'W	83.56
C79	245.00	44.38	58.531.15'E	44.32
C80	311.00	33.45	58.072.56'E	33.36
C81	311.00	74.14	51.308.46'W	73.15
C82	245.00	77.69	53.079.33'E	77.35
C83	760.00	54.18	54.753.23'W	54.32
C84	360.00	18.57	54.753.23'W	18.37
C85	220.00	77.85	54.021.23'E	77.47
C86	80.00	33.32	54.745.44'W	33.00
C87	480.00	51.43	55.881.02'W	51.12
C88	780.00	103.49	55.881.50'W	102.41
C89	520.00	140.45	55.933.51'E	140.07
C90	580.00	80.27	58.941.95'E	80.25



Received this the 10th day of April 1979 Sgt. Steward, Clark, S.C.

SHEET	DATE	3/30/79	REVISIONS	SHEET TITLE	PROJECT	CLIENT NAME
	JOB #	97-001				
3	CONTRACT #	439,022				
OF	DRAWN BY	FDJ:ael				
5	CHECKED BY	LD:son				
		4222P.DWG				
				FINAL PLAT.	WATERFALL	
					AT LAKE BURTON	
					UNIT 1	
						LAKE BURTON DEV. L.L.C.
						1570 ROCK QUARRY ROAD,
						SUITE B
						STOCKBRIDGE, GEORGIA 30281
						(770) 389-2004



MOORE & BIBLER, INC.

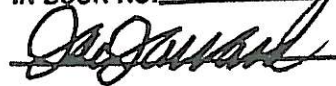
INCORPORATED IN FLORIDA
 10000 BAYVIEW BLVD.
 SUITE 100
 MIAMI, FL 33156
 (305) 751-1000

WE OFFER BLANK PLATS
 STANDARD PLATS
 PLATS WITH LOTS
 PLATS WITH LOTS
 PLATS WITH LOTS

• LAND USE PLANS
 • CMA DRAINAGE DESIG.
 • LAND SURVEY
 • ENVIRONMENTAL PLANNING
 • LANDSCAPE ARCHITECTURE



GEORGIA, RABUN COUNTY
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD AUGUST 25
1999 AT 1:40 O'CLOCK P. M
RECORDED AUGUST 26 1999
IN BOOK NO. B-19 PAGE 598-642

 CLERK

RETURN RECORDED INSTRUMENT TO:

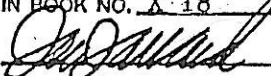
~~Steven M. Winter, Esq.~~ Michael H. Cummings II
~~WEINSTOCK & SCAVO, P.C.~~ P.O. Drawer 1568
~~3405 Piedmont Road, NE, Suite 300~~ Clayton, GA 30525
~~Atlanta, Georgia 30305~~

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

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

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

After recording return to:
Robert W. Scholz, Esq.
Dietrick, Evans, Scholz & Williams
3490 Piedmont Road, N.E., Suite 1500
Atlanta, Georgia 30305

GEORGIA, RABUN COUNTY
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD JUNE 28
19 99 AT 11:00 O'CLOCK A M
RECORDED JUNE 30 1999
IN BOOK NO. X-18 PAGE 442-443
 CLERK

~~RETURN RECORDED INSTRUMENT TO:~~
~~Steven M. Winter, Esq.~~
~~WEINSTOCK & SCAVO, P.C.~~
~~3405 Piedmont Road, NE~~
~~Suite 300~~
~~Atlanta, Georgia 30305~~

Cross Reference: Deed Book S-18
Page 309

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON (hereinafter "First Amendment") is
made and entered into this 15th day of June, 1999 by Lake Burton Development,
L.L.C., a Georgia limited liability company (hereinafter "Declarant").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Waterfall at Lake
Burton was recorded on or about April 16th, 1999 in Deed Book S-18, Page 309-342
of the Rabun County, Georgia records (hereinafter "Declaration"); and

WHEREAS, pursuant to Section 4 of Article XII of the Declaration, until Buildout, Declarant
may unilaterally amend this Declaration for any purpose so long as such amendment does not materially
and adversely affect the substantive rights of any owner nor shall it adversely affect title to the lot of any
owner without consent of the affected owner; and

WHEREAS, Buildout has not yet occurred and this First Amendment does not materially and
adversely affect the substantive rights of any owner, nor does the First Amendment adversely affect title
to the lot of any owner;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is
amended as follows:

1. All capitalized terms used herein but not defined shall have the meanings ascribed to them in the
Declaration.

2. Section 9 of Article VIII of the Declaration is hereby deleted in its entirety with the following Section 9 substituted in its place:

"Section 9. Budget Deficits Prior to Conversion Date. Until the Conversion Date, in the event of any shortfall in assessments levied by the Board and the actual expenditures required to operate the Association, Declarant may, but shall not be obligated to, loan to the Association, at a reasonable rate of interest, funds necessary to operate the Association, exclusive of any capital reserve contributions due to the Association. In the event Declarant elects to make such a loan to the Association, the loan and interest due thereon may, at the option of the Declarant, be applied to future assessments otherwise due from the Declarant and affiliates of the Declarant provided the shortage is not the result of collection deficiencies attributable to the Lots owned by the Declarant and affiliates of the Declarant."

3. Section 10 of Article VIII of the Declaration is hereby deleted in its entirety with the following Section 10 substituted in its place:

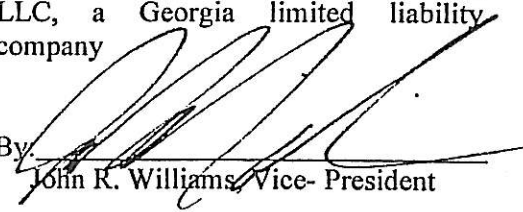
"Section 10. Commencement of Assessments. All assessments shall commence as to all Lots on the thirtieth (30th) calendar day after the designation of Lots pursuant to Section 2 of Article II, above."

4. Except as amended by this First Amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been signed, sealed and delivered by Declarant as of the day and year first above written.


DECLARANT:

LAKE BURTON DEVELOPMENT,
LLC, a Georgia limited liability
company

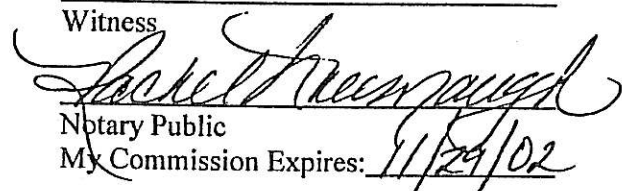
By 
John R. Williams, Vice- President

[CORPORATE SEAL]

Signed, sealed and delivered in the
presence of:


Witness

Witness


Notary Public

My Commission Expires: 11/29/02

[NOTARY SEAL]

Return to:

ANDERSEN, DAVIDSON & TATE, P.C.

P.O. BOX 2000

LAWRENCEVILLE, GEORGIA 30046

File No: 610 B. 7001 ATT: Linda

Spohn town Corp

Prepared by and return to: Patrick D. Jorgstetter
1570 Rock Quarry Road, Suite B
Stockbridge, GA 30281

Cross References:
Deed Book S-18, Page 309
Deed Book X-18, Page 442

**SECOND AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WATERFALL AT LAKE BURTON**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON (hereinafter "Second Amendment") is made and entered into this 30th day of August, 2000 by LAKE BURTON DEVELOPMENT, LLC, a Georgia limited liability company (hereinafter "Declarant");

WHEREAS, the Declaration of Covenants Conditions and Restrictions for Waterfall at Lake Burton was recorded on or about April 16, 1999 in Deed Book S-18, pages 309-342 of the Rabun County, Georgia records and amended by First Amendment to the Declaration of Covenants Conditions and Restrictions for Waterfall at Lake Burton recorded at Deed Book X-18, Pages 442-443, Rabun County, Georgia Records (collectively the "Declaration");

WHEREAS, pursuant to Section 1 of Article VII of the Declaration, for twenty (20) years after the recording of the Declaration, Declarant has the unilateral right to subject all or any portion of the Additional Property, as described in the Declaration, to the provisions of the Declaration by the recording of an amendment to the Declaration describing that portion of the Additional Property being annexed; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Annexed Property"), which Annexed Property is a part of the Additional Property, to the provisions of the Declaration.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

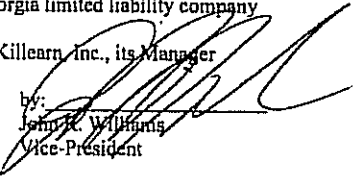
1. All capitalized term used herein but not defined shall have the meanings ascribed to them in the Declaration.
2. Declarant hereby submits the Annexed Property to the Declaration and to the jurisdiction of the Association. The Annexed Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to the Property and any portion thereof and shall be binding upon all persons having any right, title, or interest in the Annexed Property, or any portion thereof, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Every person who is the record owner of a fee or undivided fee interest in a platted portion of the Annexed Property shall be entitled to all of the rights and subject to all of the restrictions granted to or imposed upon an Owner in the Declaration and, subject to Section 2 of the Declaration, shall be a Member of and have Membership in the Association.
3. Except as amended by this Second Amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been signed, sealed and delivered by Declarant as of the day and year first set forth above.

Declarant:

LAKE BURTON DEVELOPMENT, LLC,
a Georgia limited liability company

by: Killearn Inc., its Manager

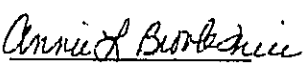
by: 
John R. Williams
Vice-President

[CORPORATE SEAL]

* CORPORATE SEAL *

Signed, sealed and delivered
in the presence of:


Witness


Annie L. Brooks
Notary Public

Commission Expires: March 22, 2004



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 6 of the 1st District, Rabun County, Georgia being more particularly described as Lots #1, 2, 3, 3G, 4, 5, 6, 6G, 7, 8, 9, 9G, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 as shown on plat of survey prepared by Moore Bass Consulting, Inc., dated 7/28/00 titled "FINAL PLAT" and recorded at Plat Book 45, page 176 in the office of the Clerk of Superior Court of Rabun County, Georgia.

RECORDED THIS THE 13TH DAY OF SEPTEMBER 2000,



CLERK, S.C.

Recorded This the 14th Day of August 2000. The ~~Recorded Clerk~~ Clerk SC

FILED & RECORDED
DATE: 8/8/2011
TIME: 05:00PM
BOOK: M37
PAGE: 400-401
Holly Henry-Perry, Clerk
Rabun County, GA

After Recording Return To:

J.V. Dell, P.C.
1041 Founder's Row, Suite A
Greensboro, GA 30642
C/M #1002-0002

Cross Reference To:

Deed Book S-18, Page 309
Rabun County, Georgia Records

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WATERFALL AT LAKE BURTON**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON**
(hereinafter "Third Amendment") is made and entered into this 27th day of May, 2011 by
SELAF WATERFALL DEVELOPMENT CO., LLC, a Georgia limited liability corporation,
(the "Declarant");

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Waterfall At Lake Burton, was recorded on or about April 16, 1999 at Deed Book S-18, Pages 309-342; as amended by First Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall At Lake Burton recorded at Deed Book X-18, Pages 442-443; and amended by Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall At Lake Burton recorded at Deed Book B-20, Page 24; as supplemented by The Supplemental Declaration of Covenants, Conditions and Restrictions For Waterfall At Lake Burton, Unit 2, Phase 1 as recorded at Deed Book B-20, Pages 27-48, Rabun County Georgia Records (collectively the "Declaration");

WHEREAS, the declarant rights were assigned to Declarant in that certain Limited Warranty Deed dated November 9, 2009, as recorded at Deed Book Z-35, Page 625, Rabun County Georgia Records.

WHEREAS, pursuant to Section 1 of Article VII of the Declaration, for twenty (20) years after the recording of the Declaration, Declarant has the unilateral right to subject all or any portion of the Additional Property, as described in the Declaration, to the provisions, of the declaration by the recording of an amendment to the Declaration describing that portion of the Additional Property being annexed; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Annexed Property"), which Annexed Property is a part of the Additional Property, to the provisions of the Declaration.

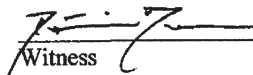

NOW, THEREFORE, for and in all consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. All capitalized term used herein but not defined shall have the meanings ascribed to them in the Declaration.
2. Declarant hereby submits the Annexed Property to the Declaration and to the jurisdiction of the Association. Then Annexed Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to the Property and any portion thereof and shall be binding upon all persons having any right, title, or interest in the Annexed Property, or any portion thereof, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Every person who is the record owner of a fee and undivided fee interest in a platted portion of the Annexed Property shall be entitled to all of the rights and subject to all of the restrictions granted to or imposed upon an Owner in the Declaration and, subject to Section 2 of the Declaration, shall be a Member of and have a Membership in the Association.
3. Except as amended by this Third amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.


IN WITNESS WHEREOF, this Third Amendment has been signed, sealed and delivered by Declarant as of the day and year first set forth above.

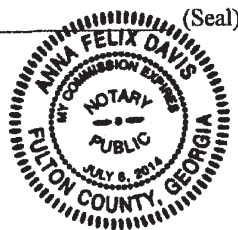
Declarant:

Signed, sealed and delivered
in the presence of:

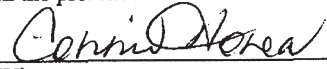
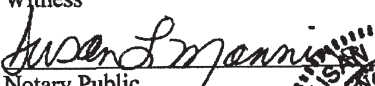

Witness

Notary Public

SELAF Waterfall Development Co., LLC,
a Georgia limited liability company

By: 
Name: Scott Denbow
Its: Vice President



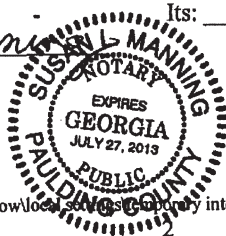
Signed, sealed and delivered
in the presence of:


Witness

Notary Public

CONSENTED TO BY:
United Community Bank

By: 
Name: **Richard G. Ellis**
Its: **Senior Vice President**

(CORPORATE SEAL)



After Recording Return To:

J.V. Dell, P.C.
1041 Founder's Row, Suite A
Greensboro, GA 30642
C/M #1002-0002

Cross Reference To:

Deed Book S-18, Page 309
Rabun County, Georgia Records

FILED & RECORDED
DATE: 8/8/2011
TIME: 05:00PM
BOOK: M37
PAGE: 400-401
Holly Henry-Perry, Clerk
Rabun County, GA

FILED & RECORDED
DATE: 8/22/2011
TIME: 12:15PM
BOOK: N37
PAGE: 401-403
Holly Henry-Perry, Clerk
Rabun County, GA

CORRECTIVE

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WATERFALL AT LAKE BURTON**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON**
(hereinafter "Third Amendment") is made and entered into this 27th day of May, 2011 by
SELAF WATERFALL DEVELOPMENT CO., LLC, a Georgia limited liability corporation,
(the "Declarant");

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Waterfall At
Lake Burton, was recorded on or about April 16, 1999 at Deed Book S-18, Pages 309-342; as
amended by First Amendment to the Declaration of Covenants, Conditions and Restrictions for
Waterfall At Lake Burton recorded at Deed Book X-18, Pages 442-443; and amended by Second
Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall At Lake
Burton recorded at Deed Book B-20, Page 24; as supplemented by The Supplemental
Declaration of Covenants, Conditions and Restrictions For Waterfall At Lake Burton, Unit 2,
Phase 1 as recorded at Deed Book B-20, Pages 27-48, Rabun County Georgia Records
(collectively the "Declaration");

WHEREAS, the declarant rights were assigned to Declarant in that certain Limited
Warranty Deed dated November 9, 2009, as recorded at Deed Book Z-35, Page 625, Rabun
County Georgia Records.

WHEREAS, pursuant to Section 1 of Article VII of the Declaration, for twenty (20)
years after the recording of the Declaration, Declarant has the unilateral right to subject all or any
portion of the Additional Property, as described in the Declaration, to the provisions, of the
declaration by the recording of an amendment to the Declaration describing that portion of the
Additional Property being annexed; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached
hereto and incorporated herein by this reference (the "Annexed Property"), which Annexed
Property is a part of the Additional Property, to the provisions of the Declaration.

*** The purpose for re-recording is to attach the "Exhibit A".

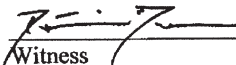
NOW, THEREFORE, for and in all consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:


1. All capitalized term used herein but not defined shall have the meanings ascribed to them in the Declaration.
2. Declarant hereby submits the Annexed Property to the Declaration and to the jurisdiction of the Association. Then Annexed Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to the Property and any portion thereof and shall be binding upon all persons having any right, title, or interest in the Annexed Property, or any portion thereof, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Every person who is the record owner of a fee and undivided fee interest in a platted portion of the Annexed Property shall be entitled to all of the rights and subject to all of the restrictions granted to or imposed upon an Owner in the Declaration and, subject to Section 2 of the Declaration, shall be a Member of and have a Membership in the Association.
3. Except as amended by this Third amendment, the remaining terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment has been signed, sealed and delivered by Declarant as of the day and year first set forth above.

Declarant:


Signed, sealed and delivered
in the presence of:

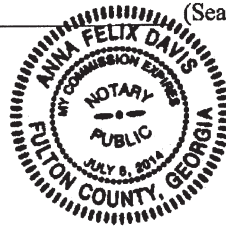


Witness



Notary Public


SELAF Waterfall Development Co., LLC,
a Georgia limited liability company

By:  (Seal)
Name: Scott Denbow
Its: Vice President



Signed, sealed and delivered
in the presence of:



Witness


Notary Public

CONSENTED TO BY:
United Community Bank

By:  (Seal)
Name: **Richard G. Ellis**
Its: **Senior Vice President**

(CORPORATE SEAL)

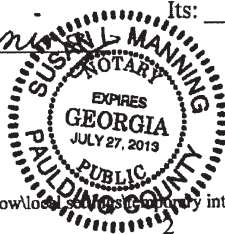


EXHIBIT "A"
Legal Description
14 Lots, Lake Burton Club, Rabun County, Georgia

All that tract or parcel of land lying and being in Land Lot 6, 1st District, Rabun County, Georgia and being more particularly described as Lots 4, 7, 8, 16, 20, 21 and 36 - 43, of Lake Burton Club according to that certain plat of survey as prepared by Mitchell J. Paul, and recorded at Plat Book 61, Pages 36 - 40, Rabun County, Georgia real estate records. The original plat and recorded copy thereof are hereby incorporated for all purposes.

FILED & RECORDED
DATE: 7/3/2013
TIME: 02:30PM
BOOK: W39
PAGE: 147-153
Holly Henry-Perry, Clerk
Rabun County, GA

After Recording Return To:

Moore & Reese, LLC
2987 Clairmont Road
Suite 350
Atlanta, Georgia 30329
Attn: Mindy C. Waitsman

Cross Reference To:

Deed Book S-18, Page 309
Deed Book X-18, Page 442
Deed Book B-19, Page 598
Deed Book B-20, Page 24
Deed Book B-20, Page 27
Deed Book O-35, Page 297
Deed Book Z-35, Page 625
Deed Book G-39, Page 552
Deed Book H-39, Page 115
Rabun County, Georgia Records

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERFALL AT LAKE BURTON (hereinafter "Fourth Amendment") is made and entered into this 30th day of June, 2013 by **GC LOT LOAN, LLC**, a Georgia limited liability corporation, (the "**Declarant**");

WHEREAS, the original Declarant submitted certain property in the Waterfall at Lake Burton community to the Declaration of Covenants, Conditions and Restrictions for Waterfall at Lake Burton by Lake Burton Development, LLC, a Georgia limited liability company, dated as of April 16, 1999, recorded April 19, 1999, recorded in Deed Book S-18, Page 309, Records of Rabun County, Georgia, as re-recorded August 26, 1999, recorded in Deed Book B-19, Page 598, aforesaid Records; as amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall at Lake Burton by Lake Burton Development, L.L.C., a Georgia limited liability company, dated June 15, 1999, recorded June 30, 1999, recorded in Deed Book X-18, Page 442, aforesaid Records;; as further amended by that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterfall at Lake Burton by Lake Burton Development, LLC, a Georgia limited liability company, dated August 30, 2000, recorded September 13, 2000, recorded in Deed Book B-20,

Page 24, aforesaid Records; as affected by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Waterfall at Lake Burton, Unit 2, Phase 1 by Lake Burton Development, LLC, a Georgia limited liability company, dated August 30, 2000, recorded September 13, 2000, recorded in Deed Book B-20, Page 27, aforesaid Records; as further affected by that certain Written Notice of Termination of Class "B" Membership Interest and Notice of "Conversion Date" as to Declaration of Covenants, Conditions, and Restrictions for Waterfall at Lake Burton by Lake Burton Development, LLC, a Georgia limited liability company, dated November 9, 2009, filed for record November 10, 2009, recorded in Deed Book 0-35, Page 297, aforesaid Records; Rabun County Georgia Land Records (collectively the "Declaration"); as affected by the assignment of declarants rights as contained in that certain Limited Warranty Deed from Lake Burton Development, LLC, a Georgia limited liability company to SELAF Waterfall Development Co., LLC, a Georgia limited liability company, dated April 15, 2010, filed for record April 19, 2010, recorded in Deed Book Z-35, Page 625, aforesaid Records; as affected by that certain assignment of declarants rights as contained in that certain Quit Claim Deed from Selaf Waterfall Development Co., LLC, Selaf Waterfall Country Club, LLC and Selaf Waterfall Water and Sewer, LLC to GC Lot Loan, LLC and RL Prop 2011-1 Investments, LLC, December 4th, 2012, and recorded in Deed Book G-39, Page 552, aforesaid Records (as amended,) and as affected by Quitclaim Deed from GC Lot Loan, LLC and RL Prop 2011-1 Investments, LLC to GC Lot Loan, LLC dated January 31, 2013 and recorded February 1, 2013 in Deed Book H-39, Pages 115-118, aforesaid records making GC Lot Loan, LLC the Declarant, as that term is defined in the Declaration.

WHEREAS, pursuant to Section 1 of Article VII of the Declaration, for twenty (20) years after the recording of the Declaration, Declarant has the unilateral right to subject all or any portion of the Additional Property, as described in the Declaration, to the provisions of the Declaration by the recording of an amendment to the Declaration describing that portion of the Additional Property being annexed; and

WHEREAS, Declarant desires to subject fifty-three (53) additional lots to the Property as described on Exhibit "A," attached hereto and incorporated herein by this reference (the "New Lots"), which New Lots are part of the Additional Property, as defined in the provisions of the Declaration; and

WHEREAS, pursuant to Article XII, Section 4 of the Declaration, until Buildout, Declarant has the right to unilaterally amend this Declaration for any other purpose; provided, any such amendment shall not materially and adversely affect the substantive rights of any Owner, nor shall it adversely affect title to the Lot of any Owner; and

WHEREAS, the Board of Directors and the Declarant have determined that nothing in this Fourth Amendment will materially or adversely affect the substantive rights of any Owner and shall not adversely affect title to the Lot of any Owner, and

NOW, THEREFORE, for and in all consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

1. All capitalized terms used herein but not defined shall have the meanings ascribed to them in the Declaration.
2. Declarant hereby submits the New Lots to the Declaration and to the jurisdiction of the Association. The New Lots shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to the New Lots, and any portion thereof and shall be binding upon all persons

having any right, title, or interest in the New Lots, or any portion thereof, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Every person who is the record owner of a fee and undivided fee interest in a platted portion of the New Lots shall be entitled to all of the rights and subject to all of the restrictions granted to or imposed upon an Owner in the Declaration, subject to Section 2 of the Declaration and the Amendments herein, shall be a Member of and have a Membership in the Association.

3. Section B.2 of Article V of the Declaration is hereby amended by adding the following at the end of the first paragraph:

Notwithstanding the above, for so long as Declarant shall hold title to a New Lot and a Residential Unit has not been added to the New Lot, the New Lot may be maintained in its natural state. Declarant will have the same liability and obligation to others as is placed on any landowner by Georgia law.

4. Section 10 of Article VIII of the Declaration is hereby deleted in its entirety with the following Section 10 substituted in its place:

Section 10. Commencement of Assessments. Assessments shall only commence as to any New Lot owned by Declarant on the 30th calendar day after either (i) a Residential Unit is constructed on the New Lot and such Residential Unit is used for residential occupancy, or (ii) Declarant transfers title of the New Lot to any Person other than Declarant (or a successor Declarant). Notwithstanding anything herein to the contrary, until the occurrence of either of the foregoing events with respect to any New Lot owned by Declarant, Declarant shall not be obligated to pay any assessment of any kind, or any other costs or monetary obligation under the Declaration, with respect to any New Lot owned by Declarant (and no such obligations shall accrue with respect to such New Lots). Assessments shall only commence as to any New Lot not owned by Declarant on the 30th calendar day after the subdivision of the New Lot pursuant to Section 3 of Article II above.

5. Except as otherwise amended herein, the remainder of the Declaration remains in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, this Fourth Amendment has been signed, sealed and delivered by Declarant as of the day and year first set forth above.

GC LOT LOAN, LLC.

Declarant

By: [Signature] [SEAL]

Name: James P. Cate

It's (Title) Manager

[SEAL]

Signed, sealed, and delivered
this 1st day of July, 2013
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]



EXHIBIT "A"

Exhibit 4

Legal Description of 53 Lots Waterfall at Lake Burton, Rabun County, Georgia

The New Lots are as follows:

A20, J1, J2, J3, J5, J6, J9, J10, J11, J12, J13, J14, J15, J17, J18, J19, J22, J23, J24, J25, J26, J27, J28, J29, J30, J31, J32, J33, J34, J35, J44, J45, J46, J47, J48, J51, J52, J53, J54, J55, J56, J57, J58, J59, J60, J61, J62, J63, J64, J65, J66, J67, J68 all as depicted on the attached plat labeled Master Plan for Lake Burton Club and further described as follows:

Legal Description: Block A, Lot 20

All those tracts or parcels of land lying and being in Land Lot 6, 1st Land District, Rabun County, Georgia and particularly including the following lots shown on that certain survey for Waterfall at Lake Burton, Unit 4, Block A, prepared by Appalachian Surveying Company, Inc. dated December 17, 2003 and revised December 12, 2005, bearing the seal of William F. Rolader, Georgia Registered Land Surveyor No. 2042 and recorded in the office of the Clerk of Superior Court of Rabun County, Georgia in Plat Book 54, Page 286:

Lot 20 containing 0.46 acres;

Said survey is incorporated herein by reference for a full and complete description of the above described lots.

Together with and subject to covenants, easements, and restrictions of record.

Legal Description: Unit 6, Block J, Phase 1 – Lot 48

All those tracts or parcels of land lying and being in Land Lot 6, 1st Land District, Rabun County, Georgia and particularly including the following lots shown on that certain Final Plat prepared by Land Engineering, Inc. dated July 12, 2012, bearing the seal of Mitchell J. Paulk, Georgia Registered Land Surveyor No. 2775 and recorded in the office of the Clerk of Superior Court of Rabun County, Georgia in Plat Book 61, Page 279;

Lot 48 containing 0.437 acres;

Said Final Plat is incorporated herein by reference for a full and complete description of the above described lots.

Together with and subject to covenants, easements, and restrictions of record.

Legal Description: Unit 6, Block J, Phase 1 – Lots 1-3, 5, 6, 9-15, 17-19, 22-35, & 44-47

All those tracts or parcels of land lying and being in Land Lot 6, 1st Land District, Rabun County, Georgia and particularly including the following lots shown on that certain Final Plat for Lake Burton Club Phase 1, Unit 6, Block J, Lots 1-3, 5, 6, 9-15, 17-19, 22-35, 41 & 44-47 prepared by Land Engineering, Inc. dated May 17, 2013, bearing the seal of Mitchell J. Paulk, Georgia Registered Land Surveyor No. 2775 and recorded in the office of the Clerk of Superior Court of Rabun County, Georgia in Plat Book 62, Pages 76-80;

Lot 1 containing 0.477 acres;
Lot 2 containing 0.600 acres;
Lot 3 containing 0.541 acres;
Lot 5 containing 0.455 acres;
Lot 6 containing 0.499 acres;
Lot 9 containing 0.855 acres;
Lot 10 containing 0.928 acres;
Lot 11 containing 0.863 acres;
Lot 12 containing 0.836 acres;
Lot 13 containing 0.902 acres;
Lot 14 containing 0.878 acres;
Lot 15 containing 1.082 acres;
Lot 17 containing 0.728 acres;
Lot 18 containing 0.748 acres;
Lot 19 containing 0.625 acres;
Lot 22 containing 0.682 acres;
Lot 23 containing 0.731 acres;
Lot 24 containing 0.758 acres;
Lot 25 containing 1.089 acres;
Lot 26 containing 1.059 acres;
Lot 27 containing 0.819 acres;
Lot 28 containing 0.724 acres;
Lot 29 containing 0.424 acres;
Lot 30 containing 0.330 acres;
Lot 31 containing 0.353 acres;
Lot 32 containing 0.318 acres;
Lot 33 containing 0.332 acres;
Lot 34 containing 0.420 acres;
Lot 35 containing 0.344 acres;
Lot 44 containing 0.277 acres;
Lot 45 containing 0.317 acres;
Lot 46 containing 0.346 acres;
Lot 47 containing 0.489 acres;

Said Final Plat is incorporated herein by reference for a full and complete description of the above described lots.

Together with and subject to covenants, easements, and restrictions of record.

Legal Description: Unit 6, Block J, Phase 2 – Lots 51-68

All those tracts or parcels of land lying and being in Land Lot 6, 1st Land District, Rabun County, Georgia and particularly including the following lots shown on that certain Final Plat for Lake Burton Club Phase 1, Unit 6, Block J, Lots 51-68 prepared by Land Engineering, Inc. dated June 11, 2013, bearing the seal of Mitchell J. Paulk, Georgia Registered Land Surveyor No. 2775 and recorded in the office of the Clerk of Superior Court of Rabun County, Georgia in Plat Book 62, Pages 73-75;

Lot 51 containing 0.345 acres;
Lot 52 containing 0.267 acres;
Lot 53 containing 0.236 acres;
Lot 54 containing 0.668 acres;
Lot 55 containing 0.364 acres;
Lot 56 containing 0.423 acres;
Lot 57 containing 0.579 acres;
Lot 58 containing 0.857 acres;
Lot 59 containing 1.205 acres;
Lot 60 containing 0.860 acres;
Lot 61 containing 0.536 acres;
Lot 62 containing 0.448 acres;
Lot 63 containing 0.555 acres;
Lot 64 containing 0.338 acres;
Lot 65 containing 0.313 acres;
Lot 66 containing 0.257 acres;
Lot 67 containing 0.423 acres;
Lot 68 containing 0.406 acres;

Said Final Plat is incorporated herein by reference for a full and complete description of the above described lots.

Together with and subject to covenants, easements, and restrictions of record.