



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

00263

PROTECTIVE COVENANTS
BLUE RIDGE VILLAGE PHASE III

DANA C. CHASTAIN
CLERK OF SUPERIOR COURT

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published by Lance Properties OF Fannin County LLC, of Fannin County, a Georgia Limited Liability Corporation headquartered in of the County of Fannin, and State of Georgia. And doing business as Lance Properties, LLC (hereinafter sometimes referred to as "Developer" or "Lance Properties, LLC")

WITNESSETH:

THAT, WHEREAS, said partnership is the owner of the development generally known in the community as BLUE RIDGE VILLAGE PHASE III Development composed of lots, tracts, or parcels of land, situate, lying and being in Fannin County, Georgia and being in the 8th District and 2nd Section and being a part of Land-Lot Nos. 264 and being more particularly described as follows:

All lots designated as being a part of the Blue Ridge Village Phase III as said lots are platted, developed and sold shall be sold and conveyed as being subject to the Restrictions and Covenants hereinafter set forth. Only those lots and property approved, platted and conveyed by Lance Properties, LLC as residential lots in Blue Ridge Village Phase III shall be subject to these restrictions. Begin a portion of that property conveyed to Lance Properties, LLC in Deed Book 359, Pages 686-91, in the Office of the Clerk of Superior Court, Fannin County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of Lance Properties, LLC (Developer) and to each and every person who shall hereafter purchase any lot in said development that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by Lance Properties, LLC and every subsequent owner of any of the lots in said development, said Lance Properties, LLC does hereby set up, establish, promulgate and declare the following protective covenants to apply of all of said lots and to all persons owning said lots, or any of them, hereinafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Lance Properties, LLC, to wit:

1.

DECLARATION OF RESTRICTIONS, LIMITATIONS,
AND COVENANTS RUNNING WITH THE LAND

DEFINITIONS: In addition to the definitions stated in the premises above, the following words and phrases, as used herein, shall have and be subject to only the following respective interpretations and meaning, whether in the singular or plural, and irrespective of gender:

COMMON AREA: Consists of, and is located in:

• Clubhouse area, which is more particularly described as:
All that tract or parcel of land lying and being in the 8th District and 2nd Section of Fannin County, Georgia, and being a part of Land Lot Nos. 264 and being more particularly described as follows:

• Beginning at an iron pin that is a common corner between the lot designated as Lot No. 44 of the Blue Ridge Village Phase I and II Development, and the property herein covered by these Declarations (that is, Phase III of Blue Ridge Village and from said point, North 45° 07' 28" West, a distance of 154.96 feet; thence continuing North 45° 07' 28" West, a distance of 15.00 feet; thence North 44° 53' 01" East, a distance of 140.46 feet to an iron pin; thence South 44° 52' 24" West, a distance of 140.53 feet to the point of beginning, containing 21,769 square feet of land.

There is located on the above described property one (1) one story building which is commonly known in the subdivision as the Blue Ridge Village Club house.

The above described property is subject to those certain Protective Covenants as recorded in Deed Book 245, page 198-214, said Covenants are dated the 11th day of January, 1996 in the Office of the Clerk of the Superior Court for Fannin County, Georgia.

- all roads, gates, entrances
- community postal area
- grounds not included in individual lots and such other as may hereafter be set forth and common areas as may from time to time be installed at the option of the Developer.

All parcel owners agree to be bound by and abide by the utilization rules and regulations as to the use of the various common areas, which shall be posted at said common areas.

1.2 COMMON ROADS (SOMETIMES CALLED HEREIN, COMMON ROADWAY):

Shall mean any roadway which either has been or may come to be, actually constructed and either graveled or paved by the Developer; which common roads shall be for the common, non-exclusive, and continuing use by owner, parcel owners, and their respective successors, assigns, legal representatives, heirs, grantees, guests, Lessees, and invites, including those roads in Blue Ridge Village Phases I and II) but not for the use of the public generally, solely as a means of non-exclusive continuing vehicular and pedestrian ingress and egress access to and from a public way, and to and from other areas or parcels of the subject realty.

1.3 DWELLING: Shall mean a structure, or unit thereof, designated for the purpose of serving as a place of lodging for persons and reasonable related uses; which shall be constructed by conventional means on the site of the parcel.

1.4 BLUE RIDGE VILLAGE PHASE III PROPERTY OWNERS' ASSOCIATION:

Blue Ridge Village Phase III Property Owners' Association shall be an organization

consisting of parcel owners, as herein defined whether formed and existing as an unincorporated association of parcel owners, or whether initially, or at some future time, organized as a separate corporate entity, with membership in or ownership of said Association to be limited to parcel owners as herein defined. The Association shall be initially created and established (either in corporate or unincorporated form) by the Developer at the sole and exclusive option of the Developer after the filing of these covenants for record and subsequent to the sale of all of the residential lots in Blue Ridge village Phase III; and, in connection therewith, Developer shall initially fully establish and adopt wherever By-laws and resolutions that the Developer may determine in Developer's sole discretion, appropriate to govern and to assure the continuing functioning and operation of the Association as an organization with sole and exclusive power to interpret and apply, and to further promote and implement the provisions of these covenants, the Association's By-laws and regulations; including by not limited to, By-laws assuring, in Developer's continued discretion, the exclusive power and right to nominate and elect all members of the Association's Board of Directors so long as any present or future parcel remains unsold.

1.5 PARCEL: Shall mean any sub-portion of the subject realty, or any sub-portion or unit of any present or future dwelling improvements located thereon (except: any common road now or hereafter existing; or any portion of the common area).

1.6 PARCEL OWNER: Shall mean owner, so long as the owner owns any parcel, and owner's successor and assigns; and any present or future holder of all or any portion of the fee simple title, or equity of redemption, to any parcel, as defined herein (or to any undivided interest therein).

1.7 RESIDENTIAL: Shall mean, when used in reference to the permitted use of this realty, and any of its present or future parcels as herein defined, the use thereof exclusively for : the lodging of persons, recreational and related use; provided that, said term, residential, when used in reference to the permitted use of any parcel of the subject realty, shall not prohibit or exclude the acquisition, improvement, or use thereof for, investment, rental, or lease, of any parcel for residential purposes and uses, as defined herein.

1.8 RESOLUTIONS AND BY-LAWS OF PROPERTY OWNERS' ASSOCIATION:

The establishment of a Property Owners' Association is at the discretion of the Developer, as set forth in 1.4 above. Upon the creation of said Association, the establishment and adoption of the initial by-laws and regulations by the Developer, the by-laws shall apply to and govern the realty, all present and future parcels, and all present and future parcel owners and those claiming by, through or under them. The by-laws and resolutions of the Association shall not have to be recorded on the deed records of Fannin County, Georgia, as maintained in the Office of the Clerk of the Superior Court for Fannin County, Georgia. A copy of said by-laws and resolutions after the forming of an Association by the Developer shall be maintained in the central office at the clubhouse. All present and future parcels, and all present and future parcel

owners and those claiming by, through or under them are hereby placed on notice as to the right of the Developer to form a property owner's association and by the acquisition of a parcel of land in the subject development agree to be bound thereby.

2.

SCOPE OF COVENANTS: These covenants, and the Association's By-Laws, if any, and any amendments thereto, shall apply to and govern the realty and its present or future lots, common roads, and common area, and the use thereof. These covenants shall run for a period of 20 years, and shall renew automatically for an additional 10 years unless a majority of the then property owners elect not to renew.

3.

COVENANTS TO RUN WITH THE LAND: All covenants herein stated, and any amendments or additions thereto, and the Association's present or future By-laws, if any, shall run with, and shall be binding upon all persons or entities claiming under them.

4.

ENFORCEMENT OF COVENANTS: The Developer, or the home owners' association, subsequent to the formation of the same by the Developer, shall be solely and exclusively empowered to enforce these covenants, either by lawful self-help, methods, or by proceeding at law or in equity against any person or entity violating, or attempting to violate, these covenants; including, but not limited to actions for injunctive or damages relief, or both.

5.

PROPORTIONATE PARCEL OWNER'S FEES AND ASSESSMENTS (herein referred to collectively as FEE):

5.1 The Developer shall have a continuing right, power, and authority, to determine, set, fix, increase, and charge to and collect from (or to refrain from doing so) each parcel owner from time to time, and in the Developer's sole discretion, a proportionate parcel owner's assessment or fee (either monthly, quarterly, semiannually, annually, or any combination of said periods); to pay for (or to establish reasonable reserves to pay for) all accrued, or reasonable estimated projected and anticipated, charges, costs, and expenses arising from, or in respect of: the common area; the common roads; including, but not limited to those for the following: All governmental taxes and assessments; all utilities; insurance; maintaining, repairing, replacing, improving, managing, and operating, the common areas, the common roads, and any other real or personal properties or facilities of the Development provided that these fees shall not be used to pay any original cost of Developer/Owner in the original building and construction of any original common roads, or improvements and fixtures on the common area, all such original

costs thereof, prior to them being opened for use and enjoyment by parcel owners, being the sole responsibility of Developer/Owner.

5.2 In addition to the items to be paid by the fees and assessments, a fee for the following services may be included in the monthly assessment:

- sanitation disposal (garbage pickup)
- cutting and edging or weed-eating of yards
- exterior pest control
- club house/gate/common area maintenance

* All garbage will be maintained in plastic bags in plastic containers with lids and wheels. These containers will be located inside the garage of each residence and rolled to curb side on the designated date for garbage collection.

5.3 Such fee, if not paid by its due date, (i.e., the third day of each month) shall bear interest on the unpaid balance at the highest rate of interest then permitted under governing state or federal usury laws, until paid.

5.4 And the Developer or if in existence, the Property Owners' Association shall have a lien upon the parcel owner's parcel to secure the payment of said fee, and accrued interest, and all costs of collection, including, but not limited to, reasonable attorney's fees incurred in such collection efforts, subject to any construction, development, or permanent financing. And it shall be the sole responsibility of any grantee, transferee, assignee, or obligee or any parcel owner to correctly determine and ascertain the existence of any such fee delinquency prior to transacting with any parcel owner in respect of any parcel. And, in addition to constituting a lien upon any parcel, such fee obligation shall constitute a personal debt of the parcel owner, and his/her heirs, administrators, successors, and assigns, and those claiming by, through or under him.

6.

6.1 PERMITTED USERS OF COMMON ROADWAYS: Developer and all parcel owners, and those claiming by, through, or under, them, together with their respective SPECIFIC INVITEE AND GUEST, (but not members of the public generally), shall have and may exercise the continuing and perpetual non-exclusive common right of vehicular and pedestrian ingress and egress over and along all present or future common roadways on the subject realty, as a means of access, serving only the subject realty, and its parcel, (or other adjoining lands now, or hereafter, owned by owner), to and from any public roads now or hereafter serving the subject realty; and to or from any present or future parcel, or common area, thereof.

6.2 RESERVATION OF PERMANENT ROADWAY EASEMENT: Perpetual, common and non-exclusive common roadway access right of way easements, twelve (12) feet in width on both sides of the center line of all common roadways, (total common roadway width being

twenty four (24) feet), permanently reserved for the benefit of Developer and present or future parcels sold off out of said realty; together with all attending rights of entry and easements (for the benefit of Developer or parcel owners only) to improve, clear, grade, ditch, construct, repair, maintain and replace, said common roadways and right of ways from time to time in the future.

6.3 NO IMPLIED ACCESS RIGHTS OVER COMMON ROADS: Only Developer and Developer's successors, and parcel owners, and their respective specific invitees and guests, and not the public generally, shall be permitted use of said common roadways as a means for said common access. Provided that no parcel owner or other grantee shall have or acquire, by inference, implication, or otherwise, any common roadway access easement, interest, or right in any proposed or platted common roadway that may now or hereafter be depicted on any plat, unless and until such proposed roadway shall have been actually cleared, graded, constructed, and either graveled or paved by Developer, of someone claiming by, through, or under Developer.

6.4 CONVERSION TO PUBLIC WAY: So long as Developer owns any remaining portion of the subject realty, Developer reserves the exclusive, absolute and irrevocable right and power (which power shall be deemed to be a power coupled with an interest and irrevocable, at any time hereafter,) and in the sole and absolute discretion of Developer (or the Association as the case may be), to convey or dedicate the full, valid, unencumbered, and marketable, fee simple title and ownership, in and to all, or any portion of, these present or future common roadways; to any governmental entity, FOR PUBLIC ROAD PURPOSES AND USES.

6.5 RESTRICTION ON USE OF COMMON ROADWAYS TO SERVE ADJOINING LANDS: No present or future parcel owner (other than Developer) shall construct or permit the construction of any additional roadways over any portion of their respective parcels as a means of access serving any adjoining lands not encompassed within the original boundaries of the subject realty; however, this subject prohibition shall not apply to Developer or any portion of the realty then under the control of the Developer.

6.6 REPAIR, MAINTENANCE, IMPROVEMENT, AND REPLACEMENT OF COMMON ROADS: The Developer shall be fully authorized and empowered, to make and control all repairs, maintenance, improvement, and replacement of all common roads, following their initial construction and graveled or paving by Developer. And the Developer has absolute control over the use and operation of all common roadways, and all such matters pertaining thereto.

6.7 IMPLIED CONSENT TO MAKE PUBLIC WAY: Each parcel owner of any parcel of the subject realty, and any person or entity claiming by, through or under any parcel owner, shall be deemed and held to have fully and finally consented to, authorized, and ratified, any future dedication or conveyance by Developer to, or exercise of the right of eminent domain by, any governmental entity, for purposes of converting any then existing common roadway, or any then proposed and platted common roadway as depicted on said plat, or other future plat of

Developer, on or through the subject realty, for public roadway purposes and uses, without claim or right on the part of any parcel owner, or their successors or assigns, just compensation in respect thereto from the governmental entity (other than for any damages to the remainder of a parcel); and with any such otherwise claim or right of just compensation in respect thereto being fully and finally generally released by each parcel owner, and their successors and assigns.

6.8 UTILITY EASEMENT: Developer, for the benefit of Developer and Developer's successors and assigns reserves the absolute, exclusive, continuing, and non-exclusive right and easement to construct, erect, place, repair, maintain, and replace, from time to time, along any present or future constructed common roadway, or through any Phase III lot (so long as not under or over a residential structure), any utility lines, pipes, conduits, devices, implements, or related components, fixtures, apparatuses, and assemblages; that are reasonable appropriate and useful in furnishing and satisfying residential utility uses and needs of the subject realty and its parcels; including, but not limited to, the following utility purposes and services: Electricity, water, natural gas, sewer, telephone, cable television, digital communications, and other reasonable and ordinary uses of said common roadways; and in a manner that will assure the prompt return of the condition of said affected area to its prior and usual serviceable and scenic state, condition, and appearance. And, this reservation shall include the right of Developer to grant and convey reasonable necessary and appropriate licenses, permits, and easements to other third person or entities in order to accomplish the intents and purposes of this provision (Nothing herein shall obligate Developer to provide or furnish any utility service).

7.

COMMON AREA: All users of, and visitors to, the club house area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril. Any visitors under the age of sixteen (16) shall be accompanied by an adult, who is either the invited guest of a parcel owner or is a parcel owner when visiting the clubhouse area. The clubhouse area is the private property of the Developer and is provided for the use and enjoyment of the owners in Blue Ridge Village Phase I, Blue Ridge Village Phase II and any subsequent phases or adjacent developments of the Developer. In the future, at Developer's sole discretion Developer may give a deed for the clubhouse to the Blue Ridge Village Property Owners Association, at which time the Association will assume all costs of operating and maintaining such clubhouse (including but not limited to insurance, taxes, upkeep, utilities, etc.)

8.

ARCHITECTURAL, SCENIC, AND USE: The following covenants shall govern the architectural and scenic characteristics, and the use, of all parcels.

8.1 RESUBDIVIDING, OR CHARGING SIZE OR CONFIGURATION OF PARCELS, PROHIBITED: No parcel, or its configuration, as originally sold and conveyed by Developer, shall be thereafter altered in size or configuration, or subdivided, by any parcel owner or his

successor and assigns. Provided that, Developer reserves the unconditional right to alter the size or configuration, subdivided, or create new, parcels, and to replat, any unsold parcel, prior to its original sale and transfer to a parcel owner, and in such case any such altered or newly created parcels shall be subject to these covenants.

8.2. PERMITTED USES OF PARCELS: Parcels (with the exception of the common area and the common roads) shall be used solely for residential purposes and related uses as defined herein; provided that parcel owners may improve, lease, or rent their respective parcels for residential purposes (as provided in these Covenants). No "for rent," "for sale," "for lease," "garage sale," "flea market" signs or related advertisements shall be physically located on any parcel, either outside or inside a dwelling. Nothing contained herein shall be construed as limiting the ability of the Developer to place advertisement signs, for sale signs or related marketing material in any dwelling or on any site.

8.3 COMMON ROADWAYS TO BE KEPT CLEARED: No obstruction of the common road right of way areas shall be permitted; except for such temporary and reasonable street side parking of motor vehicles as be authorized by Association by-laws, if any.

8.4 RENTAL OF PARCELS: Parcel owners may rent or lease their parcels for occupancy by other occupants. No "for rent" signs "for lease," signs, "for sale" signs, "garage sale" signs, "flea market" signs or related advertisements shall be physically located on or in any property. The parcel owner shall remain liable for the payment of all assessments and dues. Renters must conform to all covenants and restrictions.

8.5 PERMITTED IMPROVEMENTS: No improvement, fixture, or appurtenance shall be constructed or placed upon any parcel without the prior written specific approval of the Developer.

8.6 JUNK MOTOR VEHICLES: No junk motor vehicles may be kept on the subject realty, or any parcel or common roadway thereof; (For the purposes of this paragraph a motor vehicle without a current year license plate shall be deemed to be a junk motor vehicle).

8.7 MOTOR HOMES/CAMPING TRAILERS/BOATS: Shall not be kept or maintained on any parcel; provided that such items may be kept or maintained on any parcel; provided that such items may be kept on a parcel for temporary periods not to exceed 72 consecutive hours.

8.8 ANNOYANCES: No noxious, annoying, offensive, or perilous activity, noise, odor, light, or condition shall be permitted to exist on any parcel, which may be or become an annoyance or a nuisance to other present or prospective parcel owners; and no refuse, rubbish, or garbage may be dumped, placed, or kept on any parcel, common area, common roadway or other portion of the subject realty. Nothing contained in this provisions shall be deemed to apply to the Developer or to any area which is under construction by the Developer.

8.9 ADULT NEIGHBORHOOD: For the common health, enjoyment, and well-being of Developer and prospective parcel owners, it is declared that no person of less than eighteen (18) years of age shall regularly reside on any parcel; provided that a person younger than said age may be permitted to temporarily visit and lodge in the dwelling of a parcel, and use the common area as a specifically invited temporary invitee or guest of a parcel owner.

8.10 PETS; LIVESTOCK. ETC.: No livestock, animal, poultry, or reptile house, stable, barn, lot, coop, or any other similar structure, shall be constructed or placed on any parcel, nor shall any cows, pigs, goats, horses, turkeys, chickens, fowl, rabbits, or other livestock animal, fowl, or reptile of any nature or classification whatsoever be kept, maintained, or raised on any parcel; provided however, that inside household pets, not to exceed two (2) in number, and which do not prove to be a threat, nuisance, or annoyance to other parcel owners, and which are not kept or raised for agricultural, commercial, or other disposition, purposes, shall be permitted. Permitted household pets, when off of the parcel owner's parcel, shall be kept on a leash. Any parcel owner walking an animal on a leash shall be responsible for the immediate removal of any solid waste generated by said animal.

8.11 SCENIC AND ARCHITECTURAL HARMONY: In order to assure the scenic and architectural harmony and attractiveness of all improvements, landscaping, and related construction and items, on all parcels; and in order to assure compliance with these Covenants; no improvement, landscaping, or related construction, items, or appurtenances, shall be commenced or placed upon any parcel without the prior written approval by the Developer. The Developer's decision shall be binding upon each parcel and parcel owner (irrespective of whether the same be recorded of record among the official land records of Fannin County, Georgia); and it shall be the responsibility of each parcel owner to first acquaint him/herself with all of the Covenants, and the existing applicable Association by-laws and resolutions, if any, and all existing or needed interpretations thereof by the Developer/Owner prior to planning or commencing any improvement, construction or landscaping on any parcel. No fences or individual mail boxes shall be permitted on any parcel. No alterations of landscaping or lawns shall be permitted on any parcel without the prior written approval of the Developer or the Association as the case may be. The planting of vegetable plants for owner consumption shall be limited to rear areas of residences and shall be limited to ten plants.

8.12 APPEARANCE OF PARCELS: The pursuit of hobbies or other activities, including but not limited to specifically the assembly or disassembly of motor vehicle or other mechanical personalty, which might tend to create an unsightly unkept, or disordered condition or appearance shall not be pursued or permitted on any parcel. Any such hobby may be pursued within the confines of the residential dwelling or the garage of the same. The purpose of this provision being to protect the ecstastic beauty of the development.

8.13 FIREARMS: No firearms, air rifles or pellet guns shall be discharged upon any parcel, nor shall there be any hunting permitted of any type.

8.14 DEVELOPER'S EXCLUSIVE CONTROL OF PARCELS DURING CONSTRUCTION: The Developer shall maintain exclusive control of each parcel in Phase III during construction of a dwelling thereon, and all parcel owners and residents shall stay out of, off of and away from any home under construction or belonging to Developer.

9.

DWELLING LOTS: One single family dwelling, duplexes or triplexes maybe construed or placed upon any numbered lot or parcel, as depicted on said plat or any future revision of, or supplement to said plat which may have been designated, from time to time.

10.

SPECIAL LIENS UPON PARCELS: The Developer shall have an enforceable lien upon each parcel to secure the timely payment and performance of each of the following required payment and performance obligations or each parcel owner in respect to each parcel owner's respective parcel:

10.1 The proportionate parcel owner's fee and assessment required of each parcel owner under the provisions of Paragraph 5 in these Covenants; and

10.2 All damages resulting directly or indirectly from any parcel owner's violation of these Covenants; and

10.3 All costs and expenses incurred by the Developer (or any adversely affected parcel owner, as the case may be), including, but not limited to, Court costs and reasonable attorney's fees, in the collection or enforcement of any payment or performance obligation of, or compliance by, any parcel owner under these Covenants:

10.4 In order to preserve the quality of life in Blue Ridge Village, Phase III and the residences located thereon, the developer reserves the right to maintain, improve, correct, keep up and preserve any residence located on any parcel in Blue Ridge Village, Phase III, such maintenance, improvement, correction, keep up or preservation shall be conducted by laborers of the choice of the Developer. Such maintenance, improvement, correction, upkeep or preservation shall be the sole financial expense of the parcel owner in writing fifteen days prior to the commencement of any maintenance, improvements, correction, upkeep or preservation.

This said special lien shall be subject to enforcement and collection by either judicial, or non-judicial means. And, in the event of non-judicial enforcement, said lien shall be fully foreclosable, without judicial process or proceedings, in the same manner as security deeds, containing provisions for non-judicial process or proceedings, in the same manner as security deeds, containing provisions for non-judicial foreclosure and powers of sale, are foreclosure and powers of sale; are foreclosable under the laws of Georgia. Said non-judicial foreclosure shall be

conducted in compliance with the requirements of Sections 44-14-161 through 162-4, O.C.G.A. (Michie), and other applicable laws of Georgia governing such non-judicial sales. Said lien shall be subject to any construction, development, permanent or mortgage financing.

10.5 Interest upon any such lien shall accrue at the rate of ten percent (10%) per annum until paid in full or at such other lesser rate.

II.

SURVIVAL OF LIABILITY: The breach or non-performance of any obligation by parcel owners arising under these Covenants, shall give rise to personal liability (in addition to any lien rights that may thereby arise). And, such liability shall survive the termination of ownership of a parcel. In the event of such liability, the Developer shall not be put to any election of remedies, and any or all such remedies may be pursued and exercised, or may be deferred or non-exercised, in any manner, sequence, or method deemed appropriate by the person or entity having the right to exercise such remedies.

FOR AND IN CONSIDERATION OF THE PREMISES, and the benefits flowing to Developer and parcel owners under the provisions and operation of these Covenants, and in witness thereof, Developer, by and through its undersigned duly authorized representatives, has hereunto below set its hand and seal, this 10th day of January, 2004.

LANCE PROPERTIES, OF FANNIN COUNTY, LLC,
a Georgia Limited Liability Corporation
d/b/a LANCE PROPERTIES, LLC (DEVELOPER/OWNER)

John Orvin Lance
JOHN ORVIN LANCE, Its Manager

Signed, sealed and delivered in the presence of:

Linda F. Heddle
Witness

Barbara L. Burnett MY COMMISSION EXPIRES FEB. 4, 2007
Notary Public