



## 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.

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ATTORNEYS AT LAW  
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CROSS REFERENCE  
DEED/GED BOOK 857  
PAGE 114-116

CROSS REFERENCE  
DEED/GED BOOK 21  
PAGE 441-444  
445-447  
448-451

GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
FILED FOR RECORD 1/3/03  
AT 1:25PM RECORDS 1/3/03  
BOOK 482 PAGE 373-79  
JONES  
CLERK OF SUPERIOR COURT

0079

RETURN RECORDED DOCUMENT TO:  
Little & Drost, L.L.P.  
P.O. Box 2670  
Blue Ridge, GA 30513  
File # \_\_\_\_\_

(Recording Information)

8th District, 1st Section  
Land Lots #149 & 176

CROSS REFERENCE  
Deed Book 452  
Page 151

CROSS REFERENCE  
DEED/GED BOOK 735  
PAGE 102-107

STATE OF GEORGIA  
COUNTY OF FANNIN

**ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS AND WATER AGREEMENT FOR EMELIA ESTATES SUBDIVISION**

This ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR EMELIA ESTATES SUBDIVISION is made this 3<sup>rd</sup> day of JANUARY 2003, by R & R Development Co., Inc. (hereafter referred to collectively as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being:

All that tract or parcel of land lying and being in the 8th District, 1st Section of Fannin County, Georgia, being a part of Land Lot Nos. 149 and 176, and being further described as 32.857 acres, more or less, known commonly as Emelia Estates, and being shown on that plat of survey prepared by Robert S. Cleveland, G.R.L.S. No. 2894, said plat of survey being recorded in Plat Hanger C - 353, Pages 3 - 4, Fannin County Deed records, said plat being incorporated herein by reference thereto for a more complete and accurate metes and bounds description of the above-described property.

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the Subdivision;

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants and restrictions, as well as easements and assessments, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors, and assigns.

1. The exterior of all structures to be constructed on any of said lots shall be completed within one (1) year from date that construction begins. Outside landscaping must also be completed within the one (1) year time period, completed landscaping meaning that all areas are covered with natural growth, grass, sod, shrubs, trees and/or mulch. No bare dirt shall be exposed except during construction.
2. No dwelling shall contain less than 1,500 square feet of heated living area (not counting any footage in the basement of the home, and with no less than 1000 square feet of heated living area on the main floor), exclusive of garages, basements, covered walks, open and/or screened porches, patios, terraces, pool areas or other similar areas, and all exterior surfaces shall be covered in a fashion to blend with the natural environment of the submitted property, including but not limited to paint, stucco, stone, brick, wood or wood-like materials in earth tones. Roofing materials must be factory painted metal (no original tin-colored roofs allowed), slate, cedar shakes, or architectural shingles. No white, light or bright-colored roofing shall be allowed.

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3. No inoperative cars, motorcycles, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lots in the subdivision. All vehicles shall have current license plates.
4. No utility trailer, junk nor household appliances shall be kept, stored or repaired in plain view on any lot, except that such may be kept, stored, or repaired in an enclosed building so as not to be subjected to view by lot owners or from subdivision roads.
5. Homeowners shall be responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a home site. In this regard, homeowner shall be responsible for ensuring:
  - a. That the construction site is kept clean and free of debris and waste material.
  - b. That stockpiles of unused materials are kept in a neat and orderly fashion.
  - c. That a freestanding, enclosed toilet (Port-a-Pot) be installed on the lot prior to beginning construction of the primary residence and removed as soon as residence is completed.
  - d. That no lot clearing debris or waste material is disposed of by burning or burying on any lot (Exception: Developer may clear and burn as needed to improve the appearance of the subdivision.)

Any damage to subdivision roads or other common property during construction of a new home shall be the responsibility of the homeowner.

6. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any lot for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots unless approved by a majority of surrounding property owners.
7. All fuel storage tanks, outdoor pools, utility lines (including electrical, telephone, gas, water and cable television) or any wire or pipe shall be installed and maintained underground.
8. Mail receptacles must be constructed with similar material as used on the exterior of the main residence.
9. No mobile, modular, prefab home or homes constructed in whole or in part off of any Lot will be allowed on any Lot. No prefabricated outbuildings shall be allowed on any Lot. No structure of a temporary nature shall be used as a residence either temporarily or permanently (including but not limited to trailers, basements, tents, shacks, garages, or barns). The owner of a lot may erect an attached garage or outbuilding if the structure is fashioned in appearance and likeness to the design of the main residence. Any garage or outbuilding will be enclosed completely.
10. Trailers and Commercial Vehicles - No parking of any travel trailer, or motor home (unless, in the case of a travel trailer or motor home, said travel trailer or motor home is housed in a completely enclosed garage), truck (excluding pickup truck), camper, tent, or other similar vehicle shall be placed on the property at any time for a period exceeding (48) hours. No industrial, commercial or farm equipment or vehicles, including without limitation dump trucks, moving vans, step vans, buses and lowboy trailers, shall be allowed to park or remain on the Property, except for so long as necessary for use in connection with ongoing construction.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Large and/or potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot. Any animals must be under the control of the owner at all times.
12. Driveways, landscaping and the general appearance of an owner's lot shall be maintained in good order. To prevent mud and other debris from being tracked onto the street, a construction drive must be installed prior to beginning construction on the foundation and maintained until the permanent drive is completed. All permanent drives must be hard-surfaced from the garage to the road before the home is occupied.
13. Garbage and trash - No trash, garbage, or other waste material or refuse shall be placed or

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stored on any Lot except in covered sanitary containers. All such sanitary containers must be stored in each home, or within an enclosure designed therefor, which must be at least five (5) feet from any Lot line.

14. Satellite Dishes – Satellite dishes thirty six (36”) inches or less in diameter are permitted, but no satellite dish greater than (“36”) shall be allowed. No antenna or satellite dish may be visible from any subdivision street.
15. No barbwire or chain link fencing shall be allowed. Fences made of wood, brick or stone are permitted as long as they are done in earth tones and compliment the main residence. Fences shall be no higher than four (4) feet. The only exception is the installation of a privacy fence around an in-grown pool.
16. Outdoor lighting - All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.
17. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot.
18. Personal recreational vehicles such as motorcycles or ATVs shall be operated in a safe manner at a moderate speed (not to exceed 15 m.p.h.), and shall be operated in a fashion such that they are not a nuisance to the comfort, convenience and peaceful enjoyment of adjoining properties by their owners.
19. Construction – construction on any lot shall only be permitted during the hours of 7:00 a.m. and 10:00 p.m., and no construction on any lot shall be done on Sundays.
20. No structure shall draw power from a temporary pole except for a temporary pole necessary for the construction of a permanent home. Power shall be hooked up permanently, and all power must be run underground.
21. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time, with the exception that rentals of homes in the submitted property shall be allowed for a period not to exceed (14) consecutive days, and said homes not to be used as rental residential primary residences. For any rentals made, there shall be an adult over the age of (25) onsite at all times that there is a person or persons less than (25) years of age onsite. There shall also be an exception for home-based businesses involving no retail traffic or storage of inventory or equipment.
22. No sign of any kind shall be displayed to the public view on any lot except such signs as comply with the provisions hereof. Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any lot in the subdivision, the only signs permitted on his lot will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory, the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, paper, cardboard or other materials.
23. No lot owner may plant or allow any vegetation that will grow to a height of twenty (20) feet or more, or plant or allow any vegetation of any height that will obstruct another lot owner's view.
24. Declarant herein grants, to all owners of the above-referenced lots, all necessary easements for installation and maintenance of all current and future utilities, with said installations contemplated (but not limited) to be within an area adjacent to the road system. Only Declarant, his heirs and assigns shall be empowered to ever grant utility easements to properties not included in the “submitted property” as described above.  
  
All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconveniences caused there by the developer or any of their agents or servants are hereby waived by lot owners.
25. No lot shall be used in whole or in part for any illegal activity. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, or the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing or material shall be kept on any lot that will emit foul or obnoxious odors or that shall cause noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
26. After the initial conveyance of a lot by the Declarant, there shall be no further subdividing of said lot.

See  
Amendment  
#1

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**ROAD AND POND AND WALKING EASEMENT MAINTENANCE ASSESSMENTS**

**Personal Obligation of Assessments: Claim of Lien:** All purchasers of Lots within Emelia Estates Subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to an Association or group of lot owners formed for the purpose of administering said funds, (1) Annual assessments or charges for regular road and pond and walking easement maintenance within Emelia Estates Subdivision, and (2) special assessments for emergency repairs to said roads and/or pond and/or walking easement within Emelia Estates Subdivision, these assessments to be established by:

1. For annual assessments for regular road and pond and walking easement maintenance: Each owner shall pay a yearly fee for use for regular and pond and walking easement maintenance (to begin at \$250.00 per year per lot owned in 2003 and to be prorated for the remainder of 2003 at the closing of the initial sale of the lots). This amount shall be paid prior to January 1 of the year of the assessment.
2. By a majority vote of all lot owners, special assessments for emergency repairs or upgrades to said road and pond and walking easement shall be established, with each lot owner responsibility for a pro-rata share of said approved emergency assessment (one share per lot owned).

NOTE: Regular and special assessments shall also include and be made for the purpose of repair and maintenance of the dam of the pond, the dam being shown as the area marked by diagonal lines on the above-referenced plats.

The annual and special assessments, together with interest and costs of collection including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for such delinquent assessments shall also pass to his successors in title, provided a claim of lien has been recorded in the Public Records of Fannin County giving notice to all persons that a claim of lien upon the Lot is being asserted, prior to the conveyance of title to the Lot. Said claim of lien shall state the description of the residence, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by 1) an officer of the Homeowners' Association (if said Association has been established) or 2) by a representative of a majority of the lot owners in Emelia Estates Subdivision. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, said satisfaction being executed either 1) by the record individual filing the lien, 2) an officer of the Homeowners' Association (if said Association has been established) or 3) by signatures indicating a majority of all lot owners. Liens for assessment may be foreclosed by suit brought in the name of the Homeowners' Association in like manner as a foreclosure of a mortgage on real property.

**RESERVATION BY DECLARANT OF ROAD EASEMENT**

The Declarant hereby reserves unto himself, his successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all property, including but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable, television, sewer, water or other public conveniences or subdivision utilities; (2) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells and pumping stations; (4) the right and easement of ingress and egress for purposes of development and construction; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of Emelia Estates Subdivision; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the property. Finally, the Declarant reserves the right to establish and continue to use any sales offices, signs, or parking spaces located on the property in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant until conveyance of all lots in Emelia Estates Subdivision has occurred and Declarant has filed a written EXTINGUISHMENT OF EASEMENT document with the Clerk of Superior Court, Fannin County.

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**ROAD EASEMENT FOR EMELIA ESTATES SUBDIVISION**

It is the express intent of Declarant to grant an easement along the road system within the boundaries of the afore-mentioned survey for ingress and egress to each Purchaser, their heirs, and assigns, of lots or property within Emelia Estates Subdivision. It is the express intent of Declarant to reserve for Declarant, Declarant's heirs, and Declarant's assigns, an easement for ingress and egress along same roads.

The easement is granted notwithstanding any error or omission in any individual conveyance to a purchaser of a lot or property, by the Declarant, which might fail to expressly grant or reserve such an easement.

**POND AND WALKING EASEMENTS  
FOR EMELIA SUBDIVISION**

There is located on the Development a Pond and walking easement area providing access to said pond, both as shown on the above-referenced plat of subdivision. Developer reserves for itself, its successors and assigns, a permanent and perpetual easement over said walking easement area for the purpose of ingress and egress to the waters of said pond and the dock located on said pond, and to the waters of said pond for general recreation purposes.

All future lot owners of Emelia Subdivision and all other properties added by amendment shall have a permanent and perpetual right to access to a Pond and walking easement area providing access to said pond, both as shown on the above-referenced plat of subdivision. This easement area shall be a permanent and perpetual easement over said walking easement area for the purpose of ingress and egress to the waters of said pond and the dock located on said pond, and to the waters of said pond for general recreation purposes.

There is also granted to all future lot owners of Emelia Subdivision and all other properties added by amendment and to any association formed by said owners an easement for the purpose of repair and maintenance of the dam for said pond, said dam shown as the diagonal marked area on the above-referenced plat.

All future lot owners of Emelia Subdivision and all other properties added by amendment, by acceptance of a deed for said lot, do hereby agree to hold harmless and indemnify Declarant, its successors and assigns and all other future lot owners, releasing, remising and forever discharging all from any and all claims and debts, demands and actions, causes of action, suits, proceedings, agreements, contracts, judgments, damages, accounts, executions and any and all other claims and liabilities, whether or not well founded in fact or in law, and whether in law or equity, known and unknown, which the lot owner may have had, now has, or which the lot owner may have and by reason of and arising out of the usages of the pond and/or walk easement by themselves, Declarant, and/or other lot owner(s).

All easements shall not be mere licenses, but rights running with the land, and shall inure to the benefit and burden of the parties named, their heirs, successors and/or assigns.

**WATER USE, MAINTENANCE AND EASEMENT AGREEMENT  
FOR EMELIA SUBDIVISION**

There is located on the Development a Water System servicing the submitted property and all other properties added by amendment. Developer reserves for itself, its successors and assigns, as well as for all future water providers, a permanent and perpetual easement over all submitted property for the purpose of installation, repair, maintenance, upgrades and all other uses necessary for provision of water throughout the development.

All future lot owners of Emelia Subdivision and all other properties added by amendment shall have a permanent and perpetual right to contract for water service (and may obtain water service only from said Water System) from the above-described water system at the rates established by the Water Provider.

At the point of tap-on to the water system, the owner shall pay \$750.00 as a tap-on fee for installation of each water meter. These fees shall not include installation fees associated with running a water line from the meter to the owner's dwelling, said running of this water line and maintenance of same, as well as any filtration equipment and maintenance, shall remain the responsibility of the Owner.

**DURATION AND AMENDMENT**

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from and after the date when this declaration is filed for record with the Clerk of the Superior Court of Fannin County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided, however, that after the end of the said twenty year period and during any ten year renewal period (but only during such renewal period), this declaration and the

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restrictions contained herein may be terminated by an instrument executed by 2/3 of the lot owners and recorded in the Office of the Clerk of the Superior Court of Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

MISCELLANEOUS

1. For so long as Declarant retains ownership of one or more lots in said subdivision, Declarant shall have the right, in its sole discretion and judgment, to modify, amend or alter in any manner this instrument to provide for the general health and welfare of the owners of lots in said subdivision and/or for the orderly and/or economic development of the subdivision.

2. Severability - A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

3. Constructive Notice - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration, including, but not limited to, the easement provisions for all homeowners provided in this document.

4. Binding Effect - This declaration shall be binding upon the undersigned, its heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described above and any subsequent property that is added hereto by amendment.

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

Signed, sealed and delivered in the presence of:

Donna C. Pope  
Witness

R & R Development Co., Inc.

Barbara Rock

By: Barbara Rock  
Its: President

[Signature] (SEAL)  
Notary Public

My Commission Expires:



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EMELIA ESTATES SUBDIVISION

Schedule of assessments / fees

Road Assessment – yearly (per lot per year)	\$250.00 (prorated in year of purchase)
Road Assessment – special (per lot)	By majority vote of Lot Owners



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GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
FILED FOR RECORD: 1/6/03  
AT 1:55PM RECORD: 1/6/03  
BOOK 482 PAGE 689  
JANE C. ROCK  
CLERK OF SUPERIOR COURT

00136

RETURN RECORDED DOCUMENT TO:

(Recording Information)

Little & Drost, L.L.P.  
P.O. Box 2670  
Blue Ridge, GA 30513  
File # \_\_\_\_\_

8<sup>th</sup> District, 1<sup>st</sup> Section  
Land Lots #149 & 176

STATE OF GEORGIA  
COUNTY OF FANNIN

**AMENDMENT #1 TO  
ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE  
COVENANTS AND WATER AGREEMENT FOR EMELIA ESTATES SUBDIVISION**

This AMENDMENT #1 TO ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR EMELIA ESTATES SUBDIVISION is made this 6<sup>th</sup> day of January, 2003, by the undersigned R & R Development Co., Inc., by Barbara Rock as President (hereafter referred to collectively as "Declarant").

WITNESSETH:

WHEREAS, Declarant previously recorded that certain ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS AND WATER AGREEMENT FOR EMELIA ESTATES SUBDIVISION (the "Covenants") at Deed Book 482P Pages 323-324, Fannin County Deed records; AND

WHEREAS, said Covenants provided that, "[f]or so long as Declarant retains ownership of one or more lots in said subdivision, Declarant shall have the right, in its sole discretion and judgment, to modify, amend or alter in any manner this instrument to provide for the general health and welfare of the owners of lots in said subdivision and/or for the orderly and/or economic development of the subdivision";

NOW THEREFORE, Declarant:

- 1. Amends said covenants, #18, in its entirety, to state the following:
  - 18. Personal recreational vehicles such as off-road motorcycles or ATVs shall be operated in a safe manner at a moderate speed (not to exceed 15 m.p.h.), and shall be operated in a fashion such that they are not a nuisance to the comfort, convenience and peaceful enjoyment of adjoining properties by their owners, but in no event shall be operated on the subdivision road(s).

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

Signed, sealed and delivered in the presence of:

Omna C. Pope  
Witness

R & R Development Co., Inc.

Barbara Rock  
By: Barbara Rock  
Its: President

[Signature] (SEAL)  
Notary Public  
My Commission Expires:

