



## 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.

Deed Book 7164 Pg 44  
Filed and Recorded Nov-10-2003 04:00pm  
2003-0055051  
M. Linda Pierce  
Clerk of Superior Court  
Muscookee County, Georgia  
[Barcode]

[Space above reserved for recording information].

Return to:  
W. C. Bradley Co.  
P.O. Box 140  
Columbus, GA  
31902  
Attn: Doug Jefcoat

STATE OF GEORGIA  
COUNTY OF MUSCOGEE

Cross-Reference: Deed Book 4903  
Page 063

**MAPLE RIDGE GOLF COMMUNITY HOMEOWNERS' ASSOCIATION, INC.**  
**COVENANT AMENDMENT:**  
**AGREEMENT FOR TERMINATION OF DEVELOPER CONTROL**

This Agreement For Termination of Developer Control ("Agreement") is made this 30TH day of June, 2003, by and between DEVELOPER-INVESTORS, INC., a Georgia corporation, (the "Declarant") on behalf of itself and its successors and assigns, and MAPLE RIDGE GOLF COMMUNITY HOMEOWNERS' ASSOCIATION, INC., a Georgia non-profit corporation (the "Association"). Capitalized terms not defined herein shall be given the definitions found in the Declaration for such terms.

**WITNESSETH:**

WHEREAS, Declarant submitted certain property located in Muscookee County, Georgia, to that certain Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community ("Original Declaration") which was recorded in Deed Book 3847, Page 30 of the Muscookee County, Georgia, land records; and

WHEREAS, Declarant recorded an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community (hereinafter the "Declaration") dated February 9, 1998 and recorded on March 16, 1998, in Deed Book 4903, Page 063 et seq., Muscookee County, Georgia, land records, said property being described in the Declaration; and

WHEREAS, Declarant submitted additional property located in Muscookee County, Georgia, to the Declaration and amended the Declaration in the following documents entitled Supplementary Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community ("Supplementary Declaration") which were recorded as follows:

| <u>Deed Book</u> | <u>Page</u> | <u>Date</u> | <u>Subject</u>                 | <u>Phases and Sections Submitted / Amended</u> |
|------------------|-------------|-------------|--------------------------------|--|
| ✓ 3847           | 30          | 8-11-93     | Original Covenants             | Original Covenants - Sections A,B & CI         |
| ✓ 3893           | 188         | 10-15-93    | Added Section H                | The Fairways - N. Stadium Dr.                  |
| ✓ 3939           | 77          | 12-14-93    | Added Sect. H Berm             | Area Behind Stadium                            |
| ✓ 4074           | 82          | 6-27-94     | Added Sect. CII                | Champions Way toward Schomburg                 |
| ✓ 4455           | 214         | 4-30-96     | Added Sect. CIII               | Champions Wy. to left of Eagle's Landing       |
| ✓ 4793           | 82          | 10-10-97    | Adds definition of word "unit" | Provides for condo development in MR           |
| ✓ 4852           | 136         | 12-31-97    | Added Sect. D,E,F & CIV        | Innisbrook, Turnberry, Champions Way           |
| ✓ 4852           | 137         | 12-31-97    | D,E,F & CIV setbacks & SF      | Setbacks & min. s.f. omitted - 4852/136        |
| ✓ 4903           | 63          | 3-16-98     | Amended & Restated Covenants   | Incorporates amendments & Villas               |
| ✓ 5049           | 177         | 9-3-98      | Added Sect. EII & FII          | Extension of Turnberry & Innisbrook Ct.        |
| ✓ 5247           | 12          | 4-13-99     | Correction                     | Art. IV, Sect. 10, Declarant Assessments       |
| ✓ 5250           | 175         | 4-19-99     | Added CV & CVI                 | Winged Foot Way extension                      |
| ✓ 5268           | 1           | 5-6-99      | Correction                     | Corrects DB/PG references 4903/64              |
| ✓ 5309           | 28          | 6-22-98     | Design Guidelines – Fencing    | Shrubbery in lieu of fencing – max. height     |
| ✓ 5401           | 319         | 10-4-99     | Added Sect. EIII               | Extension of Turnberry Lane                    |
| ✓ 5529           | 291         | 3-23-00     | Added J1, Fext. & Dext.        | Ballantyne phase I plus two lots               |
| ✓ 5580           | 79          | 5-26-00     | Added Sect. CVII               | Cul de sac at end of Winged Foot Way           |
| ✓ 5697           | 67          | 10-23-00    | Design Guidelines – Windows    | Specification for thermal window film          |
| ✓ 5697           | 69          | 10-23-00    | Added Sect. K1                 | Adelaide Dr. & Timarron Loop                   |
| ✓ 5732           | 199         | 12-5-00     | Added the Masters              | Masters Lane                                   |
| ✓ 5732           | 202         | 12-5-00     | Added Sect. CVIII              | Carnoustie Lane extension                      |
| ✓ 5744           | 239         | 12-18-00    | Added Manors Ph. 1             | First 9 units                                  |
| ✓ 5907           | 130         | 11-18-01    | Added Sect. L1                 | Pellican Hill                                  |
| ✓ 5951           | 176         | 6-27-01     | Design Guidelines – Fencing    | Split rail only in Ballantyne                  |

|       |     |          |                        |   |
|-------|-----|----------|------------------------|---|
| ✓5977 | 150 | 7-18-01  | Correction             | Masters minimum square footage change   |
| ✓5983 | 255 | 7-23-01  | Added Sect. J2         | Ballantyne phase II                     |
| ✓5998 | 152 | 8-3-01   | Correction             | Folio 65 should be folio 63 on 5732/202 |
| ✓6075 | 6   | 10-18-01 | Added Sect. CIX        | Carnoustie Lane to Hancock Rd.          |
| ✓6087 | 269 | 10-30-01 | Added Wedgewood Condos | 8 units                                 |
| ✓6271 | 344 | 3-22-02  | Added Manors Ph. 2     | 2nd 9 units for a total of 18 units     |
| ✓6406 | 45  | 7-15-02  | Added Sect. K2 & K4    | Adelaide Dr. & Bent Pine Ct.            |
| ✓6522 | 196 | 10-10-02 | Added Sect. K3         | Adelaide Dr. across from Big Rock Park  |
| ✓6676 | 54  | 1-31-03  | Added Sect. J3         | Ballantyne phase III                    |
| ✓6951 | 278 | 7-16-03  | Added Section L2       | Pelican Hill                            |

WHEREAS, Declarant desires to deliver responsibility for all aspects of Association management and control of the subdivision and its improvements to the Association Members pursuant to the terms and conditions expressed herein; and

WHEREAS, the Association desires to accept delivery of all aspects of Association management and control of the Association and its improvements; and

WHEREAS, Article III, Section 2 of the Bylaws of Maple Ridge Golf Community Association, Inc., (hereinafter the "Bylaws"), provides that the Declarant retains the right to appoint and remove members to the Board until (a) December 31, 2005, or (b) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association; and

WHEREAS, Article IX, Section 1 of the Declaration provides that as the owner, or if not the owner with consent of the owner, Declarant shall have the unilateral right, privilege, and option from time to time at any time until December 31, 2005, to subject all or any portion of the real property described in Exhibit "C" of the Declaration; and

WHEREAS, Exhibit "A" attached hereto and incorporated herein evidences the Declarant's voluntary surrender of its right to (i) appoint and remove directors and officers of the Association; (ii) to vote as a Class B member; and (iii) to unilaterally amend the Declaration with the exception of the addition of additional property until December 31, 2005.

NOW, THEREFORE, in consideration of these premises, one dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby certifies and agrees to the following and the Association hereby consents and agrees to the terms hereof:

1. **Declarant Control of the Association.** Effective June 30, 2003, Declarant certifies and agrees that Declarant desires to and hereby does relinquish, waive, and terminate its rights as Declarant to control the Association. The appointees of the Declarant serving on the Board of Directors and as officers of the Association shall resign effective on such date. Thereafter, operation, control and management of all aspects of the Association and all powers and duties of the Association, including those of the Board of Directors, shall be performed and discharged by the members of the Association in accordance with the applicable provisions of the Declaration and Bylaws. The Declarant shall evidence its voluntary termination of its option and right to appoint and remove directors and officers of the Association, vote as a Class B member, and to unilaterally amend the Declaration, by executing Exhibit "A" attached hereto and incorporated herein and recording same in the Public Records of Muscogee County, Georgia.

2. **Common Property Amenities.** Declarant hereby confirms that the Common Property including but not limited to all recreational facilities and open space has been conveyed to the Association by Limited Warranty Deed. A copy of the recorded Limited Warranty Deed is attached hereto and incorporated herein as Exhibit "B." The Association accepts the Common Property, amenities and all improvements in an "as-is, where-is" condition subject to those specific items set forth in Exhibit "C" hereto, if any. Such property and improvements are conveyed to the Association free and clear of any loans, debt, liens, claims, encumbrances, or exceptions, subject to the permitted exceptions set forth in such deed.

As of June 30, 2003, the Association shall be solely responsible for maintaining, repairing, replacing, insuring, or improving the Common Property, subject to the Declarant's completion of any specific items listed in the "Punchlist" attached hereto and incorporated herein as Exhibit "C". Declarant at its sole cost and expense agrees to repair, replace and/or provide maintenance to those items listed on such Exhibit "C", if any, to the reasonable satisfaction of the Board of Directors of Maple Ridge Golf Community Homeowners Association, Inc., with such work to be completed on or before November 1, 2003. The Association accepts the Common Property, amenities and all improvements in an "as-is, where-is" condition subject to those specific items set forth in Exhibit "C" hereto.

3. **Association Funds.** Attached to this Agreement as Exhibit "D" is a financial report of the Association's finances. The Association accepts this accounting of all Association funds described therein.

As of June 30, 2003, the Association shall have the right, privilege and sole obligation to collect all assessments authorized by the Declaration, to collect and retain all assessments authorized by the Declaration, to collect and retain any and all past due assessments or other revenue or income from whatever source derived or received by the Association hereafter, to enforce all past and present assessment obligations, and to take control of the Association funds and any reserves as set forth in the financial report. Effective June 30, 2003, Declarant shall have no further financial responsibility or monetary obligation to the Association, except that Declarant shall repair and complete all items set forth in Exhibit "C" hereto, if any, at its sole cost and expense.

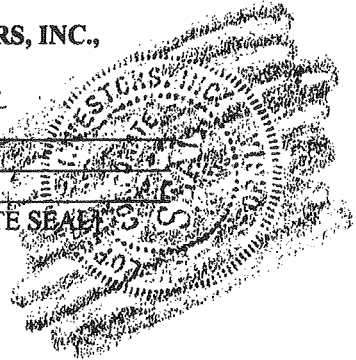
4. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

DECLARANT:

DEVELOPER-INVESTORS, INC.,  
a Georgia corporation

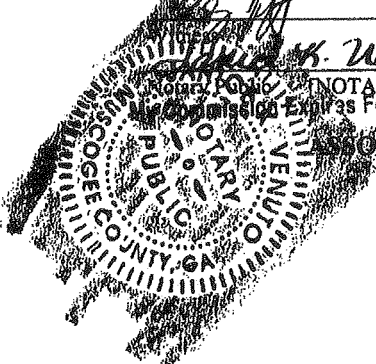
By: Matthew D. Swift  
Name: MATHEW D. SWIFT  
Its: PRES

[CORPORATE SEAL]



Signed, sealed and delivered this 5 day  
of Nov., 2003, in the presence of:

Matthew K. Venuto  
Notary Public  
My Commission Expires February 5th, 2005



ASSOCIATION:

MAPLE RIDGE GOLF COMMUNITY  
HOMEOWNERS ASSOCIATION, INC.,  
a Georgia non-profit corporation

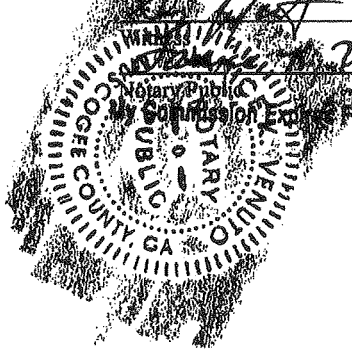
By: James F. White  
Name: JAMES F. WHITE  
Its: PRESIDENT

[CORPORATE SEAL]



Signed, sealed and delivered this 10 day  
of Nov., 2003, in the presence of:

Matthew K. Venuto  
Notary Public  
My Commission Expires February 5th, 2005



**EXHIBIT "A"**

**Declarant's' Voluntary Termination of its Rights**

Return to:  
Weissman, Nowack, Curry & Wilco, P.C.  
One Alliance Center., 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326  
Attn: KCG

STATE OF GEORGIA  
COUNTY OF MUSCOGEE

Cross-Reference: Deed Book 4903  
Page 063

**STATEMENT OF TERMINATION**

THIS STATEMENT OF TERMINATION (hereinafter referred to as "Termination") is made and entered into this 30<sup>th</sup> day of June, 2003, DEVELOPER-INVESTORS, INC., a Georgia corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant submitted certain property located in Muscogee County, Georgia, to that certain Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community ("Original Declaration") which was recorded in Deed Book 3847, Page 30 of the Muscogee County, Georgia, land records; and

WHEREAS, Declarant recorded an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community (hereinafter the "Declaration") dated February 9, 1998 and recorded on March 16, 1998, in Deed Book 4903, Page 063 et seq., Muscogee County, Georgia, land records, said property being described in the Declaration; and

WHEREAS, Declarant submitted additional property located in Muscogee County, Georgia, to the Declaration and amended the Declaration in the following documents entitled Supplementary Declaration of Covenants, Conditions and Restrictions for Maple Ridge Golf Community ("Supplementary Declaration") which were recorded as outlined herein above; and

WHEREAS, Declarant desires to deliver responsibility for all aspects of Association management and control of the subdivision and its improvements to the Association, pursuant to the terms and conditions expressed herein; and

WHEREAS, the Association desires to accept delivery of all aspects of Association management and control of the Association and its improvements; and

WHEREAS, Article III, Section 2 of the Bylaws of Maple Ridge Golf Community

Association, Inc., (hereinafter the "Bylaws"), provides that the Declarant shall have the right to appoint and remove members to the Board until (a) December 31, 2005, or (b) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association; and

WHEREAS, Article IX, Section 1 of the Declaration provides that as the owner, or if not the owner with consent of the owner, Declarant shall have the unilateral right, privilege, and option from time to time at any time until December 31, 2005, to subject all or any portion of the real property described in Exhibit "C" of the Declaration; and

WHEREAS, Exhibit "A" attached hereto and incorporated herein evidences the Declarant's voluntary surrender of its right to (i) appoint and remove directors and officers of the Association; (ii) to vote as a Class B member; and (iii) to unilaterally amend the Declaration with the exception of adding additional property until December 31, 2005.

NOW, THEREFORE, in consideration of these premises, one dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant does hereby make and declare this Statement of Termination as follows:

1.

Pursuant to Article III, Section 2 of the Bylaws and Article IX, Section 1 of the Declaration, the Declarant does hereby voluntarily terminate the rights it has under the Declaration or Bylaws to: (i) appoint and remove directors and officers of the Association; (ii) vote as a Class B member; and (iii) unilaterally amend the Declaration with the exception of adding additional property until December 31, 2005.

2.

This Statement of Termination shall bind the Declarant and the Declarant's successors, representatives and assigns and shall inure to the benefit of the Association and all owners of lots as defined in the Declaration and their respective heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and caused the seals of the individual partners to be affixed, as of the day and year first above written.

[Signatures Continued on Next Page].



DECLARANT:

DEVELOPER-INVESTMENTS, ~~Wesley~~ ~~County~~ ~~County~~, GA  
a Georgia Corporation

Signed, sealed and delivered  
this 5 day of Nov, 2003  
in the presence of:

By: Matthew D. Swift

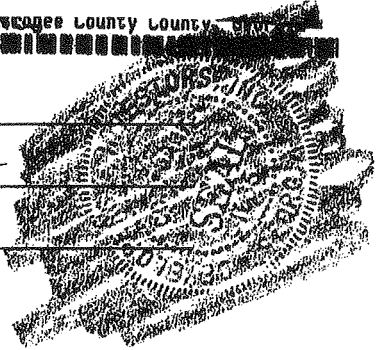
Name: MATHEWS D. SWIFT

Its: Pres.

[Signature]  
Witness

Janice K. Venuto

Notary Public  
My Commission Expires: February 5, 2005





Deed Book 7164 Pg 53

IN TESTIMONY WHEREOF, the said Grantor has caused this Limited Warranty Deed to be executed for it, and on its behalf, and has caused to be hereunto affixed its corporate seal, by its proper corporate officers, they being thereunto duly authorized, the day and year first above written.

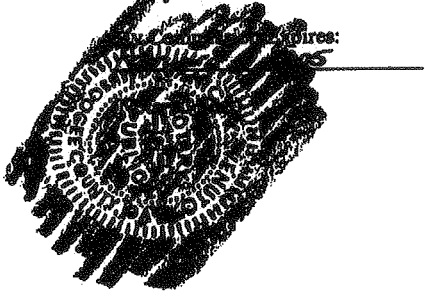
GRANTOR:

DEVELOPERS-INVESTORS, INC.,  
a Georgia corporation

By: Max Swift  
Its: Pres.  
Attest: [Signature]  
Its: Asst. Secy  
(Corporate Seal)

Signed, sealed and delivered,  
in the presence of:

[Signature]  
Unofficial Witness  
Janice H. Venuto  
Notary Public



**EXHIBIT "A"**

**PARCEL ONE**

All that lot, tract or parcel of land situate, lying and being in part of Land Lot 20 of the 8<sup>th</sup> District, Columbus, Muscogee County, Georgia, said tract being designated as "3.38 plus or minus acres (includes reserved area)" on a map or plat entitled "Survey for Maple Ridge Golf Community part of Land Lot 20, 8<sup>th</sup> District, Columbus, Muscogee County, Georgia" prepared by Moon Meeks Mason & Vinson, Inc. dated June 25, 2003, said survey being recorded in Plat Book 149, Folio 52 in the Office of the Clerk of the Superior Court in Columbus, Muscogee County, Georgia.

Grantor reserves the right to construct, at Grantor's sole expense, roads or streets over, upon and across the area being shown as "Area Reserved For Future Street, 1.26 ac." upon the aforesaid plat. Grantee, by acceptance of this deed hereby covenants to execute and all necessary deeds, affidavits or other documents necessary to assist Grantor should Grantor construct such roads or streets.

**PARCEL TWO**

All that lot, tract or parcel of land situate, lying and being in part of Land Lot 296 of the 19<sup>th</sup> District, Columbus, Muscogee County, Georgia, said tract being designated as "Parcel 'C' 5.69 plus or minus acres" on a map or plat entitled "Survey for Maple Ridge Golf Community part of Land Lots 20, 8<sup>th</sup> District, and part of Land Lots 268 & 296, 19<sup>th</sup> District, Columbus, Muscogee County, Georgia" prepared by Moon Meeks Mason & Vinson, Inc. dated April 30, 2003, said map or plat being recorded in Plat Book 149, Folio 50 in the Office of the Clerk of the Superior Court in Columbus, Muscogee County, Georgia.

**TOGETHER WITH** all of Grantor's right, title and interest in and to all that lot, tract or parcel of land situate, lying and being in part of Land Lot 296 of the 19<sup>th</sup> District, Columbus, Muscogee County, Georgia, said tract being designated as "Parcel 'B' 5.59 plus or minus acres" on a map or plat entitled "Survey for Maple Ridge Golf Community part of Land Lots 20, 8<sup>th</sup> District, and part of Land Lots 268 & 296, 19<sup>th</sup> District, Columbus, Muscogee County, Georgia" prepared by Moon Meeks Mason & Vinson, Inc. dated April 30, 2003, said map or plat being recorded in Plat Book 149, Folio 50 in the Office of the Clerk of the Superior Court in Columbus, Muscogee County, Georgia.

This conveyance is made subject to the provisions of that certain Lake Maintenance Agreement between Developers-Investors, Inc. and Fickling & Company, Inc. recorded in Deed Book 5755, Page 168, aforesaid records, as re-recorded.

**PARCEL THREE**

All those lots, tracts or parcels of land situate, lying and being in part of Land Lot 20 of the 8<sup>th</sup> District, Columbus, Muscogee County, Georgia, said tracts being described as follows: (1) shaded tract on the below referenced plat running along the southwesterly margin of Maple Ridge Trail near its intersection with Turnberry Lane; (2) shaded tract on the below referenced plat running along the northeasterly margin of Maple Ridge Trail near its intersection with the southerly margin of Turnberry Lane; and (3) shaded area fronting on the northerly margin of Turnberry Lane as shown on the below referenced plat lying between Lot 22, Block H, Maple Ridge Golf Community and Lot 18, Block J, Maple Golf Community, all three of said above described tracts being shown as said shaded areas on a plat or survey entitled "Final Plat Maple Ridge Golf Community - Phase 97 lying within Land Lot 296 of the 19<sup>th</sup> District and also within Land Lots 1, 20 of the 8<sup>th</sup> District Columbus, Muscogee County, Georgia" dated June, 1997, and revised August 26, 1997, prepared Jordan Jones & Goulding and recorded in Plat Book 134, Folio 73 in the Office of the Clerk of the Superior Court in Columbus, Muscogee County, Georgia.

**PARCEL FOUR**

All those lots, tracts or parcels of land situate, lying and being in part of Land Lot 268, 19<sup>th</sup> District, Columbus, Muscogee County, Georgia, the first parcel lying on the south side of Masters Lane at its intersection with Carnoustie Lane and being designated as "Homeowner's Association" on the below referenced plat, and the second parcel being located along the northerly margin Masters Lane at its intersection with Carnoustie Lane said parcel also being designated as "Homeowner's Association" on a plat entitled "Maple Ridge Golf Community Section 'C' - Phase VIII lying in Land Lots 267 & 268, 19<sup>th</sup> District, Columbus, Muscogee County, Georgia", prepared by Moon Meeks Mason & Vinson, Inc. and dated November 10, 2000, and recorded in Plat Book 142, Folio 63 in the Office of the Clerk of the Superior Court in

Deed Book 7164 Pg 55

Deed Book 7138 Pg 309  
M. Linda Pierce  
Clerk of Superior Court  
Muscookee County, Georgia

Columbus, Muscookee County, Georgia.

**PARCEL FIVE**

All those lots, tracts or parcels of land situate, lying and being in part of Land Lot 267, 19<sup>th</sup> District, Columbus, Muscookee County, Georgia, said tracts each being designated by a large asterisk or star on the below referenced plat, the first parcel being located along the westerly margin of Carnoustie Lane near its intersection with Hancock Road and the second parcel being located along the easterly margin of Carnoustie Lane near its intersection with Hancock Road, both of said parcels appearing as above described on that certain map or plat entitled Section 'C' - Phase IX Maple Ridge Golf Community lying in Land Lot 267 & 268, 19<sup>th</sup> District, Columbus, Muscookee County, Georgia", prepared by Moon Meeks Mason & Vinson, Inc. and dated September 12, 2001, and recorded in Plat Book 144, Folio 72 in the Office of the Clerk of the Superior Court in Columbus, Muscookee County, Georgia.

**PARCEL SIX**

All that lot, tract or parcel of land situate, lying and being in part of Land Lot 269 of the 19<sup>th</sup> District, Columbus, Muscookee County, Georgia, being known and designated as "Homeowner's Association" at the intersection of the southerly margin of Joyce Street and the westerly margin of Adelside Drive, all as shown on a map or plat entitled "Section 'K' - Phase IV Maple Ridge Golf Community part of Land Lots 20 & 21, 8<sup>th</sup> District, and part of Land Lots 268, 269, 295 & 296, 19<sup>th</sup> District, Columbus, Muscookee County, Georgia" prepared by Moon Meeks Mason & Vinson, Inc. dated June 6, 2002, said plat being recorded in Plat Book 146, Folio 81 in the Office of the Clerk of the Superior Court in Columbus, Muscookee County, Georgia.

Deed Book 7164 Pg 56

Exhibit B - Page 5

Deed Book 7164 Pg 56  
Filed and Recorded Oct-22-2003 04:09pm  
2003-0052452  
M. Linda Pierce  
Clerk of Superior Court  
Muscogee County, Georgia

AFTER RECORDATION PLEASE RETURN TO:

Kenneth E. Evans, Jr.  
Page, Scrantom, Sprouse,  
Tucker & Ford, P.C.  
P. O. Box 1199  
Columbus, GA 31902-1199

**PARKING AND EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of October, 2003, by and between MAPLE RIDGE GOLF CLUB, L.P., a Georgia Limited Partnership, by and through DEVELOPERS-INVESTORS, INC., a Georgia corporation, its managing partner (hereinafter referred to as "Golf Club") and DEVELOPERS-INVESTORS, INC., a Georgia corporation (hereinafter referred to as "D-I, Inc.").

**WITNESSETH:**

WHEREAS, D-I, Inc. owns certain "Property" (herein so called) which is identified as "1.443 AC." on that certain map or plat entitled "Survey for Maple Ridge Golf Community Part of Land Lot 1, 8<sup>th</sup> District, Columbus, Muscogee County, Georgia" prepared by Moon Meeks Mason & Vinson, Inc. dated May 28, 2003, said plat being recorded in Plat Book 149, Folio 151, of the records in the Office of the Clerk of the Superior Court in Columbus, Muscogee County, Georgia (the "D-I Property"); and

WHEREAS, Golf Club is the owner of certain real property lying immediately the West and Northwest of the D-I Property (the "Golf Club Property"); and

WHEREAS, D-I and Golf Club currently allow each other to utilize parking spaces on the other party's property and Golf Club allows D-I to utilize the area shown as "Access Easement" upon the aforesaid plat for vehicular and pedestrian access to the D-I Property from Maple Ridge Trail; and

WHEREAS, D-I is conveying the D-I property to Maple Ridge Homeowners Association, Inc., a Georgia corporation, but both parties wish to memorialize their agreements with respect to the use of parking spaces and the Access Easement prior to such conveyance;

Deed Book 7164 Pg 57

Deed Book 7138 Pg 311

Exhibit B - Page 6

NOW, THEREFORE, in consideration of the premises, the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Parking.** Golf Club grants to D-I, Inc. an easement for parking over, upon and across all parking spaces currently (or as may exist in the future) located on the Golf Club property. D-I, Inc. grants to Golf Club an easement for parking over, upon and across all parking spaces currently (or as may exist in the future) located on the D-I, Inc. property. Both parties mutually agree that each shall maintain its respective property in such a manner to provide adequate parking spaces upon same at all times and that the cost of maintenance and upkeep of each party's property shall be borne by the owner of such property.

2. **Access Easement.** Golf Club does hereby grant, assign and set over to D-I, Inc. a perpetual, non-exclusive easement over the area shown on the aforesaid plat as "Access Easement" for purposes of ingress and egress for vehicular and pedestrian traffic. Golf Club agrees to maintain and repair, at all times, the area on the Golf Club Property across which said Access Easement exists, now or hereafter, at such level as would permit vehicles and pedestrians to move across said Access Easement in a reasonable manner. Said easement is and shall be for the use and benefit of D-I, Inc., its employees, members, permittees, invitees, and all other persons.

3. **Binding Effect.** This Agreement and the easements, rights, privileges, duties and obligations granted and imposed herein shall be binding upon and shall inure to the benefit of the owners of the properties described herein and their respective legal representative, successors, heirs, grantees, assigns, and successors in title. All of such easements, rights, privileges, duties and obligations shall be appurtenant to and shall run with the real property described herein, as applicable. Any conveyance of any property described herein shall also convey the rights, privileges, duties, and obligations contained in this Agreement, regardless whether or not specific mention is made in this Agreement and regardless of whether or not a specific conveyance is made of, or subject to, the easements, rights, privileges, duties, and obligations herein.

4. **Binding Agreement.** This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **Governing Law.** This agreement shall be governed by and regulated and the rights of all parties hereto shall be construed under the laws of the State of Georgia.

Deed Book 7164 Pg 58

Exhibit B - Page 7

Deed Book 7138 Pg 312  
M. Linda Pierce  
Clerk of Superior Court  
Muscogee County Georgia

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the day and year first above written.

**GOLF CLUB:**

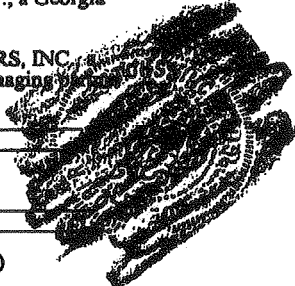
MAPLE RIDGE GOLF CLUB, L.P., a Georgia limited partnership, by and through

DEVELOPERS-INVESTORS, INC., a Georgia corporation, its managing partner

By: Marshall  
Its: President

Attest: Deborah Braxton  
Its: Secretary

(Corporate Seal)

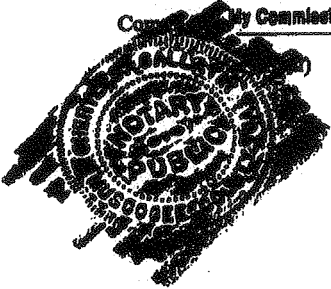


Signed, sealed and delivered, in the presence of:

Linda Pierce  
Unofficial Witness

James S. Gallatin  
Notary Public

My Commission Expires August 8, 2008



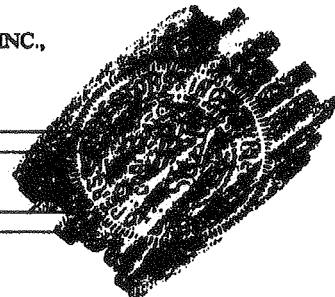
**D-L INC.:**

DEVELOPERS-INVESTORS, INC., a Georgia corporation

By: Marshall  
Its: President

Attest: Deborah Braxton  
Its: Secretary

(Corporate Seal)



Signed, sealed and delivered, in the presence of:

Linda Pierce  
Unofficial Witness

James S. Gallatin  
Notary Public

My Commission Expires August 8, 2008



2012-005  
243266.1



Deed Book 7138 Pg 313

Deed Book 7138 Pg 313  
Filed and Recorded Oct-22-2003 04:09pm  
2003-0052453  
Real Estate Transfer Tax \$0.00  
M. Linda Pierce  
Clerk of Superior Court  
Muscogee County, Georgia



NTE - DEED PREPARATION ONLY

AFTER RECORDATION PLEASE RETURN TO:  
Kenneth E. Evans, Jr.  
Page, Scrantom, Sprouse,  
Tucker & Ford, P.C.  
P. O. Box 1199  
Columbus, GA 31902-1199

LIMITED WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF MUSCOGEE

THIS INDENTURE, made as of the 1st day of October, 2003, between MAPLE RIDGE GOLF CLUB, L.P., a Georgia Limited Partnership, by and through DEVELOPERS-INVESTORS, INC., a Georgia corporation, its managing partner (hereinafter referred as "Grantor") and MAPLE RIDGE GOLF COMMUNITY HOMEOWNERS' ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, executors, administrators, successors and assigns, where the context requires or permits):

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto Grantee all of its interest in the following described real property located in Muscogee County, Georgia:

All that lot, tract or parcel of land situate, lying and being in part of Land Lot 1 of the 8<sup>th</sup> District, Columbus, Muscogee County, Georgia, said tract being designated as "1.443 Ac." on a map or plat entitled "Survey for Maple Ridge Golf Community Part of Land Lot 1, 8<sup>th</sup> District, Columbus, Muscogee County, Georgia" prepared by Moon Meeks Mason & Vinson, Inc. dated May 28, 2003, said plat being recorded in Plat Book 149, Folio 151 in the Office of the Clerk of the Superior Court in Columbus, Muscogee County, Georgia.

TOGETHER WITH all of Grantor's right, title and interest in and to (including both the benefits and burdens thereof) that certain Parking and Easement Agreement between Maple Ridge Golf Club, L.P. and Developers-Investors, Inc., dated October 1, 2003, and recorded in Deed Book 7138, Page 310, Muscogee County, Georgia records.

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of Grantee, in FEE SIMPLE,

And Grantor will warrant and forever defend the right and title to the above-described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor.

Deed Book 7164 Pg 60

Exhibit B - Page 9

Deed Book 7138 Pg 314  
M. Linda Pierce  
Clerk of Superior Court  
Muscogee County Georgia

IN TESTIMONY WHEREOF, the said Grantor has caused this Limited Warranty Deed to be executed for it, and on its behalf, and has caused to be hereunto affixed its corporate seal, by its proper corporate officers, they being thereunto duly authorized, the day and year first above written.

GRANTOR:

MAPLE RIDGE GOLF CLUB, L.P., a Georgia limited partnership, by and through

Developers-Investors, Inc., a Georgia corporation, its managing partner

By: [Signature]  
Its: [Signature]

Attest: [Signature]  
Its: [Signature]

(Corporate Seal)

Signed, sealed and delivered,  
in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires: August 6, 2008



Deed Book 7164 Pg 61

STATE OF GEORGIA, COUNTY OF MUSCOGEE

039205

THIS INDENTURE, made and entered into this the 14th day of December in the year of our Lord One Thousand Nine Hundred and NINETY-THREE between MAPLE RIDGE GOLF CLUB LIMITED PARTNERSHIP, of the State of Georgia, County of MUSCOGEE, hereinafter in this Indenture known and designated as Grantor and MAPLE RIDGE GOLF COMMUNITY HOMEOWNERS' ASSOCIATION, INC., of the State of Georgia and County of MUSCOGEE, hereinafter in this Indenture known and designated as Grantee:

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and Other Valuable Considerations to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto said Grantee, and Grantee's heirs and assigns the following described real estate to-wit:

TRACT A

All that tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, and being known and designated as Part of Land Lot 1 of the Eighth and Ninth Districts of said County, the property hereby conveyed being more particularly described as follows:

Commence at an Iron Pin located at the Southwest corner of the intersection of Schomburg Road with Maple Ridge Trail, said Iron Pin also being the POINT OF BEGINNING; thence running along the westerly right-of-way of Schomburg Road South 09 degrees 57 minutes 22 seconds east, a distance of 92.29 feet to a point; thence running south 83 degrees 34 minutes 12 seconds west, a distance of 13.24 feet to a point; thence running north 29 degrees 18 minutes 04 seconds west, a distance of 51.05 feet to a point; thence running north 07 degrees 26 minutes 20 seconds east, a distance of 18.00 feet to a point; thence running north 62 degrees 44 minutes 50 seconds west, a distance of 9.39 feet to a point; thence running south 85 degrees 11 minutes 49 seconds west, a distance of 74.19 feet to a point; thence running south 59 degrees 32 minutes 50 seconds west, a distance of 15.32 feet to a point; thence running south 77 degrees 48 minutes 07 seconds west, a distance of 31.22 feet to a point; thence running north 84 degrees 46 minutes 59 seconds west, a distance of 41.49 feet to a point; thence running north 73 degrees 25 minutes 29 seconds west, a distance of 38.35 feet to a point; thence running north 61 degrees 34 minutes 19 seconds west, a distance of 26.58 feet to a point on the southerly right-of-way of Maple Ridge Trail; thence easterly along said right-of-way along a curve to the left having a radius of 350.00 feet. a distance of 137.67 feet to an Iron Pin; thence running north 79 degrees 26 minutes 11 seconds east, a distance of 112.43 feet to an Iron Pin which is the original POINT OF BEGINNING.

Said property contains 0.13 acres more or less.

TRACT B.

All that tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, and being known and designated as Part of Land Lot 1 of the Eighth and Ninth Districts of said County, the property hereby conveyed being more particularly described as follows:

Commence at an Iron Pin located on the Southwest corner of the intersection of Schomburg Road with Maple Ridge Trail, north 09 degrees 57 minutes 22 seconds west, a distance of 100.01 feet to an Iron Pin located on the northwest corner of the intersection of Schomburg Road with Maple Ridge Trail; said Iron Pin also being the POINT OF BEGINNING. Thence running along the northerly right-of-way of Maple Ridge Trail south 79 degrees 26 minutes 11 seconds west, a distance of 112.18 feet to an Iron Pin; thence running along said right-of-way along a curve to the right having a radius of 430.56 feet, a distance of 158.42 feet to a point; thence running north 79 degrees 09 minutes 22 seconds east, a distance of 50.54 feet to a point; thence running north 33 degrees 24 minutes 59 seconds east, a distance of 31.04 feet to a point; thence North 76 degrees 19 minutes 02 seconds east, a distance of 35.67 feet to a point; thence north 72 degrees 07 minutes 33 seconds east, a distance of 128.31 feet to a point; thence running south 84 degrees 12 minutes 47 seconds east, a distance of 34.08 feet to a point on the right-of-way of Schomburg Road; thence running along said right-of-way south 09 degrees 57 minutes 22 seconds east for a distance of 60.08 feet to an Iron Pin which is the original POINT OF BEGINNING.

Said property contains 0.29 acres more or less.

1993 DEC 14 P. 102

DEC 24 1993  
at 101 and recorded in  
Deed Book 3939 Page 74  
DEC 15 1993  
M. LINDA PIENGE, Clerk  
S.C.S.C. GA.

Exhibit B - Page 11

The above described tracts are shown upon a plat prepared by Jordan, Jones & Goulding, dated November 17, 1993, recorded in Plat Book 123, Folio 114, in the office of the Clerk of Superior Court of Muscogee County, Georgia.

TO HAVE AND TO HOLD, the said bargained premises unto Grantee, and Grantee's assigns, together with all and singular the rights, members and appurtenances thereof to the same in any manner belonging, to the own proper use, benefit and behoof of Grantee, and Grantee's assigns forever, in fee simple.

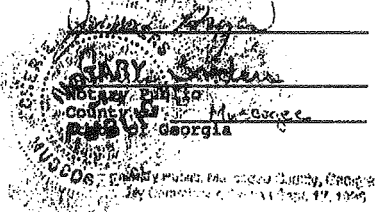
IN TESTIMONY WHEREOF, Grantor has hereunto set Grantor's hand and affixed Grantor's seal the day and year first above written.

Signed, sealed and delivered in the presence of

MAPLE RIDGE GOLF CLUB LIMITED PARTNERSHIP  
By DEVELOPERS-INVESTORS, INC., MANAGING  
GENERAL PARTNER

BY: M. S. Luff (L.S.)  
President

ATTEST: W. H. Hall (L.S.)  
Secretary



Muscogee County, Georgia  
Real Estate Transfer Tax  
Paid \$ 1.00  
Date 12-14-93  
J. O. J.  
Deputy Clerk of Superior Court

FILED RECORDED

DEC 14 '93 DEC 15 '93  
M.LINDA PIERCE, CLERK, S.C.M.C.GA

Deed Book 7164 Pg 62

Exhibit B - Page 12

STATE OF GEORGIA, COUNTY OF MUSCOGEE

THIS Indenture, made and entered into this the 14th day of Dec. in the year of our Lord One Thousand Nine Hundred and NINETY-THREE between DEVELOPERS-INVESTORS, INC. of the State of Georgia, County of MUSCOGEE, hereinafter in this Indenture known and designated as Grantor and MAPLE RIDGE GOLF COMMUNITY HOMEOWNERS' ASSOCIATION, INC., of the State of Georgia and County of MUSCOGEE, hereinafter in this Indenture known and designated as Grantee:

039206

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and Other Valuable Considerations to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto said Grantee, and Grantee's heirs and assigns the following described real estate to-wit:

All that tract of land situated, lying and being in Land Lots 1 and 20, 8th District, Columbus, Muscogee County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection formed by the westerly margin of Schomburg Road and the northern margin of North Stadium Drive and run thence South 86 degrees 49 minutes 14 seconds West a distance of 2,680.92 feet to an iron pin; running thence South 13 degrees 58 minutes 24 seconds West a distance of 49.64 feet to an iron pin; running thence South 16 degrees 25 minutes 34 Seconds West a distance of 34.57 feet to a nail; running thence North 86 degrees 49 minutes 14 seconds East a distance of 60.50 feet to an iron pin, which iron pin is the POINT OF BEGINNING; From said Point of Beginning as thus established, running thence South 47 degrees 42 minutes 29 seconds West along the arc of a curve having a radius of 226.87 feet a distance of 141.43 feet to an iron pin; running thence South 29 degrees 32 minutes 50 seconds West a distance of 744.30 feet to an iron pin; running thence South 03 degrees 39 minutes 17 seconds West along the arc of a curve having a radius of 67.99 feet, a distance of 59.38 feet to an iron pin; running thence South 40 degrees 51 minutes 30 seconds West along the arc of a curve having a radius of 50 feet, a distance of 89.18 feet to an iron pin; running thence South 35 degrees 15 minutes 08 seconds West a distance of 51.32 feet to an iron pin; running thence South 25 degrees 31 minutes 46 Seconds East a distance of 82.42 feet to an iron pin; running thence North 26 degrees 01 minutes 55 seconds East a distance of 341.10 feet to an iron pin; running thence North 29 degrees 32 minutes 50 seconds East a distance of 781.13 feet to an iron pin; running thence South 86 degrees 49 minutes 14 seconds West a distance of 7.04 feet to an iron pin which is the POINT OF BEGINNING.

The above property is shown as "Maple Ridge Golf Community Homeowners' Association, Inc. 1.19 acres" upon a map or plat entitled "Maple Ridge Golf Community Section H" originally dated September 14, 1993 and revised on December 6, 1993, and recorded in Plat Book 123, Folio 113, in the Office of the Clerk of Superior Court, Muscogee County, Georgia.

TO HAVE AND TO HOLD, the said bargained premises unto Grantee, and Grantee's assigns, together with all and singular the rights, members and appurtenances thereof to the same in any manner belonging, to the own proper use, benefit and behoof of Grantee, and Grantee's assigns forever, in fee simple.

IN TESTIMONY WHEREOF, Grantor has hereunto set Grantor's hand and affixed Grantor's seal the day and year first above written.

Signed, sealed and delivered in the presence of

*[Signature]*  
*[Signature]*  
Notary Public  
County of Muscogee  
State of Georgia

DEVELOPERS-INVESTORS, INC.

BY: *[Signature]* (L.S.)  
President  
ATTEST: *[Signature]* (L.S.)  
Secretary

Notary Public, Muscogee County, Georgia  
My Commission Expires Sept. 17, 1996

Muscogee County, Georgia  
Real Estate Transfer Tax

Paid \$ 1.00  
Date 12-14-93  
Deputy Clerk of Superior Court

Georgia Muscogee County  
Clerk's Office, Superior Court  
of said County  
FILED FOR RECORD ON  
DEC 14 1993  
and recorded in  
3939  
DEC 15 1993

Deed Book 7164 Pg 63

QUITCLAIM DEED

STATE OF GEORGIA, COUNTY OF MUSCOGEE.

040898

THIS INDENTURE, made and entered into this 21 day of December, 1993, between COLUMBUS BANK AND TRUST COMPANY, of the State of Georgia, County of Muscogee, as party or parties of the first part, hereinafter designated "Grantor," and MAPLE RIDGE GOLF COMMUNITY HOMEOWNERS' ASSOCIATION, INC., of the State of Georgia, County of Muscogee, as party or parties of the second part, hereinafter designated "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits),

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has released, remised, quitclaimed and conveyed, and does by these presents release, remise, quitclaim and convey, unto Grantee, the following described real estate, to-wit:

TRACT A

All that tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, and being known and designated as Part of Land Lot 1 of the Eighth and Ninth Districts of said County, the property hereby conveyed being more particularly described as follows:

Commence at an Iron Pin located at the Southwest corner of the intersection of Schomburg Road with Maple Ridge Trail, said Iron Pin also being the POINT OF BEGINNING; thence running along the westerly right-of-way of Schomburg Road South 09 degrees 57 minutes 22 seconds east, a distance of 92.29 feet to a point; thence running south 83 degrees 34 minutes 12 seconds west, a distance of 13.24 feet to a point; thence running north 29 degrees 18 minutes 04 seconds west, a distance of 51.05 feet to a point; thence running north 07 degrees 26 minutes 20 seconds east, a distance of 18.00 feet to a point; thence running north 62 degrees 44 minutes 50 seconds west, a distance of 9.39 feet to a point; thence running south 85 degrees 11 minutes 49 seconds west, a distance of 74.19 feet to a point; thence running south 59 degrees 32 minutes 50 seconds west, a distance of 15.32 feet to a point; thence running south 77 degrees 48 minutes 07 seconds west, a distance of 31.22 feet to a point; thence running north 84 degrees 46 minutes 59 seconds west, a distance of 41.49 feet to a point; thence running north 73 degrees 25 minutes 29 seconds west, a distance of 38.35 feet to a point; thence running north 61 degrees 34 minutes 19 seconds west, a distance of 26.58 feet to a point on the southerly right-of-way of Maple Ridge Trail; thence easterly along said right-of-way along a curve to the left having a radius of 350.00 feet. a distance of 137.67 feet to an Iron Pin; thence running north 79 degrees 26 minutes 11 seconds east, a distance of 112.43 feet to an Iron Pin which is the original POINT OF BEGINNING.

Said property contains 0.13 acres more or less.

TRACT B.

All that tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, and being known and designated as Part of Land Lot 1 of the Eighth and Ninth Districts of said County, the property hereby conveyed being more particularly described as follows:

Commence at an Iron Pin located on the Southwest corner of the intersection of Schomburg Road with Maple Ridge Trail, north 09 degrees 57 minutes 22 seconds west, a distance of 100.01 feet to an Iron Pin located on the northwest corner of the intersection of Schomburg Road with Maple Ridge Trail; said Iron Pin also being the POINT OF BEGINNING. Thence running along the northerly right-of-

Exhibit B - Page 14

way of Maple Ridge Trail south 79 degrees 26 minutes 11 seconds west, a distance of 112.18 feet to an Iron Pin; thence running along said right-of-way along a curve to the right having a radius of 430.56 feet, a distance of 158.42 feet to a point; thence running north 79 degrees 09 minutes 22 seconds east, a distance of 50.54 feet to a point; thence running north 33 degrees 24 minutes 59 seconds east, a distance of 31.04 feet to a point; thence North 76 degrees 19 minutes 02 seconds east, a distance of 35.67 feet to a point; thence north 72 degrees 07 minutes 33 seconds east, a distance of 128.31 feet to a point; thence running south 84 degrees 12 minutes 42 seconds east, a distance of 34.08 feet to a point on the westerly right-of-way of Schornburg Road; thence running along said right-of-way south 09 degrees 57 minutes 22 seconds east for a distance of 60.08 feet to an Iron Pin which is the original POINT OF BEGINNING;

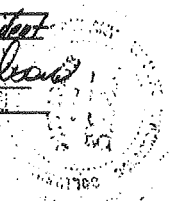
Said property contains 0.29 acres more or less.

The above described tracts are shown upon a plat prepared by Jordan, Jones & Goulding, dated November 17, 1993, recorded in Plat Book 123, Folio 114, in the office of the Clerk of Superior Court of Muscogee County, Georgia.

The purpose of this quitclaim deed is to release the above described property from the lien, force and effect of that security deed from Maple Ridge Golf Club Limited Partnership to Grantor dated November 19, 1993 and recorded in the office of the Clerk of the Superior Court of Muscogee County, Georgia in Deed Book 3924, Page 232.

IN TESTIMONY WHEREOF, Grantor has signed, sealed and delivered this deed the day and year first above written.

COLUMBUS BANK AND TRUST COMPANY

By: William E. Pugh  
Vice President  
Attest: Kevin Q. Schwan  
A.V.P.  


Signed, sealed and delivered in the presence of:

Paula J. Ledford  
David A. Wickard  
Notary Public My Comm. Expires 06/01/96  
Muscogee County, Georgia

FILED  
DEC 30 '93  
RECORDED  
JAN 3 1994  
M. LINDA PIERCE, CLERK, S.G.M.C., GA





11:04 AM  
07/22/03  
Cash Basis

**MAPLE RIDGE**  
**Balance Sheet**  
As of June 30, 2003

Exhibit D - Page 1

Deed Book 7164 Pg 67  
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

|                                       | <u>Jun 30, 03</u>       |
|---------------------------------------|-------------------------|
| <b>ASSETS</b>                         |                         |
| <b>Current Assets</b>                 |                         |
| <b>Checking/Savings</b>               |                         |
| Maple Ridge POA                       | 15,827.98               |
| Money Market                          | <u>61,228.55</u>        |
| <b>Total Checking/Savings</b>         | <u>77,054.53</u>        |
| <b>Accounts Receivable</b>            |                         |
| Ballantyne Lawn                       | -1,181.29               |
| HOA Invoices                          | <u>-4.05</u>            |
| <b>Total Accounts Receivable</b>      | <u>-1,185.34</u>        |
| <b>Other Current Assets</b>           |                         |
| Undeposited Funds                     | <u>-2,628.90</u>        |
| <b>Total Other Current Assets</b>     | <u>-2,628.90</u>        |
| <b>Total Current Assets</b>           | <u>73,240.29</u>        |
| <b>TOTAL ASSETS</b>                   | <u><u>73,240.29</u></u> |
| <b>LIABILITIES &amp; EQUITY</b>       |                         |
| <b>Equity</b>                         |                         |
| Opening Bal Equity                    | 7,350.00                |
| Retained Earnings                     | 7,413.09                |
| Net Income                            | <u>58,477.20</u>        |
| <b>Total Equity</b>                   | <u>73,240.29</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <u><u>73,240.29</u></u> |

**MAPLE RIDGE**  
**Profit & Loss Budget vs. Actual**  
January through June 2003

Deed Book 7164 Pg 68

|                                  | <u>Jan - Jun 03</u> | <u>Budget</u>    | <u>\$ Over Budget</u> | <u>% of Budget</u> |
|----------------------------------|---------------------|------------------|-----------------------|--------------------|
| <b>Income</b>                    |                     |                  |                       |                    |
| Ballantyne Lawn Svc              | 17,843.11           | 25,500.00        | -7,656.89             | 69.97%             |
| Homeowners Dues                  | 103,150.10          | 53,091.54        | 50,058.56             | 194.29%            |
| Homeowners Late Fee              | 756.03              | 260.04           | 495.99                | 290.74%            |
| Homeowners Prorated              | 3,239.88            | 4,042.50         | -802.62               | 80.15%             |
| Int Income                       | 36.53               |                  |                       |                    |
| Lullwater Maint. Income          | 5,000.00            | 5,000.00         | 0.00                  | 100.0%             |
| Private Party                    | 450.00              | 1,000.02         | -550.02               | 45.0%              |
| WCB Dues                         | 0.00                | 1,000.02         | -1,000.02             | 0.0%               |
| <b>Total Income</b>              | <b>130,477.65</b>   | <b>89,894.12</b> | <b>40,583.53</b>      | <b>145.15%</b>     |
| <b>Expense</b>                   |                     |                  |                       |                    |
| <b>Advisory Commit</b>           |                     |                  |                       |                    |
| Accounting                       | 1,750.00            | 1,000.02         | 749.98                | 175.0%             |
| Bank Charges                     | 20.00               | 25.02            | -5.02                 | 79.94%             |
| Contingency Fu                   | 0.00                | 419.04           | -419.04               | 0.0%               |
| L&P Fees                         | 1,982.42            | 1,750.02         | 232.40                | 113.28%            |
| Liability Ins.                   | 0.00                | 4,243.02         | -4,243.02             | 0.0%               |
| Office Supplies                  | 806.90              | 250.02           | 556.88                | 322.73%            |
| Postage                          | 636.28              | 375.00           | 261.28                | 169.68%            |
| Taxes                            | 20.00               | 750.00           | -730.00               | 2.67%              |
| <b>Total Advisory Commit</b>     | <b>5,215.60</b>     | <b>8,812.14</b>  | <b>-3,596.54</b>      | <b>59.19%</b>      |
| <b>Directory Committee</b>       |                     |                  |                       |                    |
| Reproduction                     | 49.82               |                  |                       |                    |
| <b>Total Directory Committee</b> | <b>49.82</b>        |                  |                       |                    |
| <b>Grounds Committ</b>           |                     |                  |                       |                    |
| Ballantyne Lawn Service          | 18,125.00           | 25,500.00        | -7,375.00             | 71.08%             |
| Decorations                      | 20.48               | 25.02            | -4.54                 | 81.86%             |
| Elec - Hancock                   | 65.59               | 180.00           | -114.41               | 36.44%             |
| Elec - Pelican Hill              | 100.34              | 100.02           | 0.32                  | 100.32%            |
| Elect - Adelaide                 | 48.51               | 50.04            | -1.53                 | 96.94%             |
| Elect - Ballantyne               | 118.38              | 125.02           | -6.64                 | 94.69%             |
| Elect - Main                     | 54.26               | 60.00            | -5.74                 | 90.43%             |
| Elect - Masters                  | 84.43               | 85.02            | -0.59                 | 99.31%             |
| Elect - Turn                     | 220.80              | 225.00           | -4.40                 | 98.04%             |
| Lands - Ballantyne Ent           | 7,310.75            | 7,110.00         | 200.75                | 102.82%            |
| Lands - Big Rock Park            | 3,835.75            | 3,810.00         | 25.75                 | 100.68%            |
| Lands - Ent & MRT                | 5,355.00            | 5,000.04         | 354.96                | 107.1%             |
| Lands - Fairways                 | 1,927.75            | 2,000.02         | -72.27                | 96.39%             |
| Lands - Hancock Road             | 2,127.96            | 1,700.04         | 427.92                | 125.17%            |
| Lands - Innsbrook Turnberry      | 2,089.25            | 1,850.04         | 239.21                | 112.93%            |
| Lands - Lake Behind Manors       | 2,199.98            | 1,050.00         | 1,149.98              | 209.52%            |
| Lands - Lams Lake Park           | 1,500.00            | 2,000.04         | -500.04               | 75.0%              |
| Lands - Masters                  | 2,294.48            | 2,000.04         | 294.44                | 114.72%            |
| Lands - Pelican Hill             | 1,599.00            | 1,400.04         | 198.96                | 114.21%            |
| Lands - Pool MRT                 | 2,530.00            | 2,150.04         | 379.96                | 117.67%            |
| Repairs                          | 1,897.73            | 625.02           | 1,272.71              | 303.63%            |

11:06 AM  
07/22/03  
Cash Basis

**MAPLE RIDGE**  
**Profit & Loss Budget vs. Actual**  
January through June 2003

Exhibit D - Page 3

|                               | <u>Jan - Jun 03</u> | <u>Budget</u>    | <u>\$ Over Budget</u> | <u>% of Budget</u> |
|-------------------------------|---------------------|------------------|-----------------------|--------------------|
| Street Signs                  | 0.00                | 250.02           | -250.02               | 0.0%               |
| Water & Sewer                 | 234.97              | 3,635.04         | -3,400.07             | 6.46%              |
| <b>Total Grounds Committ</b>  | <b>53,740.21</b>    | <b>60,930.50</b> | <b>-7,190.29</b>      | <b>88.2%</b>       |
| <b>Newsletter Comm</b>        |                     |                  |                       |                    |
| Delivery                      | 200.00              | 200.04           | -0.04                 | 99.98%             |
| Supplies                      | 120.27              | 25.02            | 95.25                 | 480.7%             |
| Newsletter Comm - Other       | 96.36               | 125.04           | -28.66                | 77.08%             |
| <b>Total Newsletter Comm</b>  | <b>416.63</b>       | <b>350.10</b>    | <b>66.53</b>          | <b>119.01%</b>     |
| <b>Pool Committee</b>         |                     |                  |                       |                    |
| Electrical                    | 2,784.67            | 3,100.02         | -315.35               | 89.83%             |
| Janitorial & Sup              | 3,502.55            | 1,650.00         | 1,852.55              | 212.28%            |
| Keys                          | 0.00                | 150.00           | -150.00               | 0.0%               |
| Maintenance & C               | 5,266.00            | 7,500.00         | -2,234.00             | 70.21%             |
| Miscellaneous                 | 0.00                | 75.00            | -75.00                | 0.0%               |
| Repairs                       | 361.10              |                  |                       |                    |
| Water                         | 176.71              | 900.00           | -723.29               | 19.63%             |
| <b>Total Pool Committee</b>   | <b>12,091.03</b>    | <b>13,375.02</b> | <b>-1,283.99</b>      | <b>90.4%</b>       |
| <b>Social Committee</b>       | <b>147.39</b>       | <b>250.02</b>    | <b>-102.63</b>        | <b>58.95%</b>      |
| <b>Tennis Committee</b>       |                     |                  |                       |                    |
| Electrical                    | 339.75              |                  |                       |                    |
| Tennis Committee - Other      | 0.00                | 420.00           | -420.00               | 0.0%               |
| <b>Total Tennis Committee</b> | <b>339.75</b>       | <b>420.00</b>    | <b>-80.25</b>         | <b>80.89%</b>      |
| <b>Total Expense</b>          | <b>72,000.45</b>    | <b>84,137.78</b> | <b>-12,137.33</b>     | <b>85.57%</b>      |
| <b>Net Income</b>             | <b>58,477.20</b>    | <b>5,756.34</b>  | <b>52,720.86</b>      | <b>1,015.88%</b>   |

Deed Book 7164 Pg 69  
M. Linda Pierce  
Clerk of Superior Court  
Muscookee County Georgia  
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE RECORD AS KEPT IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, MUSCOCKEE COUNTY, GEORGIA.