



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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 Fannin Co. Clerk of Superior Court
 DANA CHASTAIN Clerk of Courts

BK **730** PG **351-374**

Upon recordation please return to:
 The Wallace Group L.L.C.
 91 West Hightower Drive
 Dawsonville, GA 30534



Protective Covenants,
Conditions & Restrictions of

The Retreat at Cooper's Creek



APPALACHIAN WATER - 706-745-2033

Community Well

Hook-up Fee

monthly fee

no more than
 3 story.

At Least
 1,500 Sq Ft - 1 sto

Pump System on River Lots

At Least
 1,800 - 2 story
 excluding
 Basement + GARAGE

Est. Home Owners
 ASSO. FEE



\$200.00 yr

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Protective Covenants,
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ARTICLE I.

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AGREEMENTS, EASEMENTS AND RESTRICTIONS FOR:
THE RETREAT AT COOPER'S CREEK (RESIDENTIAL)

THIS DECLARATION is made and declared the 19th day of June, 2005, by COOPER'S CREEK DEVELOPMENT, L.L.C., a Georgia Company ("Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore acquired fee title in the approximately 106.7 acres of land described in Exhibit "A" annexed hereto and made a part thereof, said land being situated in Fannin County, Georgia, and referred to herein as "THE RETREAT AT COOPER'S CREEK" or the "Property" and;

WHEREAS, Declarant intends to develop a new community on the Property described in Exhibit "A", affording well-planned residential facilities and other areas;

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property value, and to this end, desires to subject the Property to the covenants, conditions, agreements, easements and restrictions, hereto set forth, each of which shall be binding upon and run within the title of the Property; and

WHEREAS, to provide a means for meeting the purposes herein set forth, Declarant deems it desirable to create the THE RETREAT AT COOPER'S CREEK HOMEOWNERS ASSOCIATION, INC. (TRCCHA) a nonprofit corporation to which may be delegated and assigned the powers of enforcing the covenants, easements, agreements, charges, and liens (herein collectively referred to as "RESTRICTIONS") as well as the operations, management and maintenance of the facilities and services referred to herein and such other purposes described in its charter.

Now, THEREFORE, Declarant, for itself and its successors and assigns, declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and liens hereinafter set forth.

DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings:

- (a) "Articles" shall mean and refer to the Articles of Incorporation of the The Retreat at Cooper's Creek Homeowners Association, as may be amended from time to time.
- (b) "Association" shall mean and refer to The Retreat at Cooper's Creek Homeowner's Association, Inc. (TRCCHA) a nonprofit corporation, its successors and assigns.
- (c) "Bylaws" shall mean and refer to the Bylaws of the Association, as originally adopted by the Board and amended from time to time pursuant to their terms.
- (d) "Board" shall mean and refer to the Board of Directors of the Association.
- (e) "Charter" shall mean and refer to the Articles of Incorporation of the THE RETREAT AT COOPER'S CREEK HOMEOWNER'S ASSOCIATION, INC.
- (f) "Deed" shall mean and refer to any deed, lease, or other instrument conveying fee title or a leasehold interest in any part of The RETREAT AT COOPER'S CREEK property subject to these restrictions.
- (g) "Common Expense" shall mean and refer to the expenses of operating the Association and meeting the costs incurred relative to performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, including all private roads located thereon, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the Bylaws, and the Articles.
- (h) "Common Property" shall mean and refer to all real property and any improvement, including private roads, located thereon, and all personal property located thereon, from time to time designated by Declarant as being intended to be devoted to the use and enjoyment of Members, maintained and operated by the Association at Common Expense.
- (i) "Declarant" shall mean and refer to COOPER'S CREEK DEVELOPMENT, L.L.C., a Georgia limited liability company, or its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or pass by operation of law.
- (j) "Design Review Board" shall mean and refer to the board established pursuant to the terms of this Declaration to adopt, implement and maintain the Design Standards.
- (k) "Design Standards" shall mean and refer to the architectural and environmental standards adopted from time to time by the Design Review Board pursuant to this Declaration.
- (l) "Development Plan" shall mean and refer to the nonbinding, general scheme of intended uses of the Property, as amended from time to time.

- (m) "Member" shall mean and refer to each Owner who is a member of the Association as provided in this Declaration.
- (n) "Owner" shall mean and refer to the record holder, other than the Association, whether one or more persons or entities, of fee simple title to each Parcel included from time to time in the Property. Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or by conveyance in lieu of foreclosure. Except as specifically provided to the contrary herein, every Owner shall be treated for all purposes as a single Owner for each Parcel owned, whether or not such ownership is join, in common or tenancy by the entirety. Wherever used herein "Owner" shall include Declarant unless otherwise expressly provided.
- (o) "Resident" shall mean and refer to an occupant who is not the owner of the house he or she occupies.
- (p) "Parcel" shall mean and refer to each portion of the Property (with the exception of the Common Property and any all property now or hereafter located within the right-of-way of any public street or road) under separate ownership, which Parcel shall be subject to this Declaration.
- (q) "Property" shall mean and refer to the real property described on Exhibit "A" attached to this Declaration.
- (r) "Open Space or Common Areas" shall mean and refer to The Retreat at Cooper's Creek Property which is conveyed to THE RETREAT AT COOPER'S CREEK HOMEOWNERS ASSOCIATION, INC. by the Declarant or a part thereof.
- (s) "Structure" shall mean and refer to anything or devise (other than trees, shrubbery or landscaping) the placement of which upon any Parcel, including by way of illustration and not limitation, any building, garage, porch shed, barn, greenhouse, swimming pool, bathhouse, coop or cage, covered or uncovered patio, mailbox, clothes line, radio or television antenna, fence, paving, wall or hedge more than two (2) feet in height, signboard on any temporary or permanent living quarters (including any horse trailer or motor home) or any other temporary or permanent improvement to such Parcel. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion dam or other things or devices which affects or alters the natural flow of any waters in any natural or artificial stream or drainage channel from, upon or across any parcel and (ii) any change in the grading of any parcel of more than six (6) inches from that existing at the time of purchase by the Owner.

ARTICLE II.
POWERS AND DUTIES OF AND
VOTING RIGHTS IN THE ASSOCIATION

Section 2.1 - Association: The Association shall be charged with the duties and vested with the powers proscribed by law and set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board shall conduct the affairs of the Association in accordance with this Declaration, the Articles and the Bylaws. Anything in this Declaration to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with Declarant all of the Property, or at such earlier date as shall be selected by Declarant, Declarant shall be entitled to designate all members of the board.

Section 2.2 - Membership: Declarant and each Owner shall be Members of the Association. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void.

Section 2.3 - Voting Rights: The Association shall have two (2) classes of voting membership:

(a) Class "A": Class "A" Members shall be all Owners, with the exception of Declarant. Each Class "A" Member shall be entitled on all issues to one (1) vote for each Parcel owned.

(b) Class "B": The Class "B" Member shall be Declarant and any successor and Declarant who takes title to one or more Parcels for the purpose of development and sale and to whom Declarant assigns in recorded writing one or more of the Class "B" votes. Each Class "B" Member shall be entitled to three (3) votes for each Parcel owned by each said Class "B" Member. The Class "B" membership shall terminate and become converted to Class "A" member upon the happening of the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or
- (ii) Twenty (20) years from the date of recording this Declaration; or
- (iii) When Declarant so determines.

From and after the happening of any one of these events, Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

Section 2.4 - Multiple Ownership: Each vote in the Association must be cast as a single vote. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted.

Section 2.5 - Duties, Powers and authority of the Association: The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject to such limitations upon the exercise of such powers as set forth in the Articles, the Bylaws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of Owners and for the maintenance, administration and improvement of the Property.

Section 2.6-Georgia Property Owners Association Act : It is the intention of Declarant to submit these Declarations subject to and in conformity with the Georgia Property Owners' Association Act codified in O.C.G.A. § 44-3-220 *et seq.* The Declarant, and its successor entities including the Association as hereinafter defined, shall have all of the powers and duties of an "association" as defined in the Georgia Property Owners' Association Act unless the powers and duties are modified by the provisions of these Declarations.

ARTICLE III.

ASSESSMENT OF ANNUAL CHARGE

Section 3.1 - Assessment: for the purpose of providing funds for the uses as specified in Article V. herein the Board shall in each year, commencing on July 1, 2006, assess against the assessable property a charge equal to the net monies (gross cost less any income) necessary for the maintenance of Association Common Property, subject to the Charter and Bylaws of The Retreat at Cooper's Creek Homeowners' Association and Article V herein. After the Board has projected the gross financial needs of TRCCHA for the maintenance of the Association Common Property for any given year, then the net assessment shall be divided by the total number of Parcels in The Retreat at Cooper's Creek to arrive at a pro rata assessment for each Parcel.

The initial annual assessment shall be no greater than \$65.00 per month, per Parcel until such time as the Annual assessment is changed pursuant to Article V, (Section 5.1). The Association Common Property shall be maintained by DECLARANT until December 31, 2007. Maintenance as used above being reasonable at the discretion and design of DECLARANT.

Section 3.2 - Date of Commencement of Annual Charge: As soon as may be practical in each year beginning January 1, 2007, TRCCHA shall send a written invoice to each Member stating (i) a schedule of gross projected operating expenses and capital improvements for the calendar year in question reduced by predicted income, if any; (ii) the amount of the Annual Charge assessed against each such Parcel, stated in terms of the total sum due and owing as the Annual Charge, and (iii) that unless the Member shall pay the Annual Charge within sixty (60) days following the date of receipt of the bill, the same shall be deemed delinquent and will bear interest at the rate of eighteen (18%) percent per annum until paid.

Section 3.3 - Personal Obligation of Members: Each Member, by acceptance of a deed or other conveyance to Member's Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to TRCCHA the Annual Charges. Each such assessment, together with interest and costs of collection, including reasonable attorneys' fees, shall be the personal obligation of the person who was the owner of such Member's Property at the time when the assessment fell due.

Section 3.4 - Effect of Nonpayment of Assessments: Remedies of TRCCHA: If the Member shall fail to pay the Annual Charge within ninety (90) days following receipt of the bill referred to in Section 3.2 hereof, in addition to the right to sue the Member for a personal judgment, TRCCHA shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such Member shall include the Annual Charge, as well as the costs of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. In addition, subject to the laws of the State of Georgia, TRCCHA shall have the right to sell the property at public or private sale after giving notice to the Member (by registered mail or by publication in a newspaper of general circulation in the County where the Parcel is situated at least once a week for three successive weeks) prior to such sale.

Section 3.5 - Certificate of Payment of Assessment: Upon written demand by a Member, TRCCHA shall, within a reasonable period of time, issue and furnish to such Member a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Parcel as of the date of such certificate or, if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. TRCCHA may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter herein stated as between TRCCHA and any bona fide purchaser of, or lender on the Parcel in question.

ARTICLE IV.
USE OF FUNDS

Section 4.1 - Use of Funds: TRCCHA shall apply all funds received by it pursuant to these Restrictions and from any other source to the following: repayment of principal and interest of any loans of TRCCHA, the costs and expenses of TRCCHA for the benefit of the Property, Owners and Residents by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation and subsidizing of each of the following as the Board, in its discretion, may from time to time establish or provide: any or all projects, services, facilities, studies, programs, systems and properties relating to: Parks, recreational facilities or services; drainage systems, roads, walkways and street, road and lighting facilities; facilities or arrangement for facilities for the collection, treatment and disposal of garbage and refuse; facilities for the fighting and prevention of fires; including equipment, supplies and accessories in connection therewith, storage and maintenance yards, garages and other buildings and facilities deemed necessary or desirable by the Board in connection with the administration, management, control and operation of TRCCHA; and other related or unrelated recreational facilities, facilities and provisions for the security of Members, Member's Property, Residents and TRCCHA Common Property; and any and all other easements, improvement, facilities, utilities and services that the Board shall find to be necessary, desirable or beneficial to the interest of the Property, Owners and Residents. HOWEVER, any annual assessment in excess of (\$65.00) Dollars per month per Parcel and/or any capital improvement in excess of Five Thousand (\$5,000.00) Dollars shall require the prior approval of sixty-seven (67%) percent of all voting Members.

Section 4.2 - Obligations of TRCCHA with Respect to Funds: TRCCHA shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges, or otherwise, and may carry forward, as surplus any balances remaining; nor shall TRCCHA be obligated to apply any such surpluses to the reduction of the amount of the Annual Charge in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of TRCCHA and the effectuation of its purposes. TRCCHA does not assure that the services described in Section 4.1 will be provided and nothing herein shall obligate TRCCHA or its Directors to undertake to provide such services.

Section 4.3 - Authority of TRCCHA to Contract: TRCCHA shall be entitled to contract with any corporation, firm or other entity for the performance of the various undertakings of TRCCHA hereunder and the performance by any such entity shall be deemed the performance of TRCCHA hereunder.

ARTICLE V.

RIGHTS OF ENJOYMENT IN COMMON PROPERTIES

Section 5.1 - Community Facilities: Subsequent to the recordation of this Declaration, DECLARANT may, in its sole discretion, convey to TRCCHA certain tracts of land within the The Retreat at Cooper's Creek Property for park and other recreational and related purposes. Such tracts are sometime hereinafter collectively referred to as "Common Facilities". No TRCCHA Land, or any part thereof, shall be a Common Facility subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the deed executed and filed in accordance with the procedure provided herein.

Section 5.2 - Easement of Enjoyment of Common Properties: Every Owner, by reason or such ownership, shall have a right and easement of enjoyment in and to designated Common Properties, and such easement shall be appurtenant to and shall pass with every Parcel upon transfer. Every Owner shall have unimpeded access to the waters flowing within the banks of Cooper's Creek provided that access to such waters shall only be found at the point that Common Property of the Association touches the low water mark of the creek. This unimpeded access shall not apply or extend to the creek banks which shall be the fee simple property of the individual Members whose Parcels extend to the centerline of the creek bed. All Residents who are not Members shall have a non-transferable privilege to use and enjoy all Common Facilities for so long as they are Residents within the previously defined meaning of that term. All such rights, easements, and privileges, however, shall be subject to the right of TRCCHA to adopt and promulgate reasonable rules and regulations pertaining to the use of Common Properties which shall enhance the preservation of such properties, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and Residents. TRCCHA shall have the right to charge Owners and Residents reasonable admission and other fees in connection with the use of any Common Property. In establishing such admission and other fees, the Board may, in its absolute discretion, establish reasonable classifications of Owners and the Residents; such admission and other fees must be uniform within each such class but need not be uniform from class to class. TRCCHA shall have the right to borrow money for the purpose of improving any Common Property and in aid thereof, to mortgage the same and the rights of any such mortgagee shall be superior to the easements herein granted and assured. All areas of Cooper's Creek accessible within the said property shall be designated as "Catch and Release" to insure trout populations.

Section 5.3 - Suspension of Rights: TRCCHA shall have the right to suspend the right of any Member (and the privilege of each Resident claiming through such Member) for any period during which the Annual Charge assessed under Article III hereof remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to Common Properties in accordance with the provision of this Article V.

Section 5.4 - Easements Over Common Property: DECLARANT will either create prior to or as a part of any conveyances to TRCCHA easements and rights-of-way over and across the Common Properties conveyed to TRCCHA, including, but not limited to easements relating to utilities, construction and roads as described herein below, all of which easements shall be considered to burden the Common Properties in the same as such easements may burden the Property and/or any Parcel. Any such conveyance to TRCCHA by DECLARANT shall be subject to all restrictions, easements, right-of-way and agreements of record.

ARTICLE VI

ALL MEMBER'S PROPERTY BEARS THE BURDENS AND ENJOYS THE BENEFITS OF THIS DECLARATION

Every person who is an owner of a fee interest in any portion of the Member's Property does by reason of taking such title agree to all of the terms and provisions of this Declaration.

ARTICLE VII

COVENANTS FOR MAINTENANCE

Section 7.1 – Parcel Maintenance Responsibility: Each Owner shall keep his or her Parcel, and all improvements thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of Declarant, the Association or the "Design Review Board", as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence, DECLARANT, TRCCHA, and the Design Review Board, except in the case of emergency situations, may give each owner written notice of Declarant's or Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such owner and setting forth with reasonable particularity the maintenance, cleaning, repair and replacement deemed necessary. Except in the event of emergency situations, such owner as the case may be, shall have fifteen (15) days within which to complete the same in good and workmanlike manner. In the event of an emergency situation or the failure of any owner to comply with the provisions hereof, after notice of non compliance, Declarant or the Association may provide (but shall not have the obligation to provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such owner, and said cost shall be added to and become part of the assessment to which such owner and his lot is subject and shall become a lien against such lot. In the event the Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse Declarant for Declarant's cost and expenses.

Section 7.2 – Lien Filing: The lien provided in Section 7.1 hereof shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Fannin County prior to the recordation among the Land Records of Fannin County of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE VIII.ARCHITECTURAL CONTROL - DESIGN REVIEW BOARD

Section 8.1 - Architectural Control: All lands and improvements in the Property are subject to architectural and environmental review. Such reviews shall be in accordance with this Article and the Design Standards described below. With respect to the Property, and any Parcel in the Property, no site work, landscaping, utilities extension, drainage improvements, paving, parking area, building, fence, wall, sign, billboard, change or alteration to the exterior of any existing structure, improvements, or to any existing landscaping, shall be commenced, erected or maintained, or shall a building permit be obtained therefor, until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade of the elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvement or changes, shall have been submitted to and approved in writing by the Design Review Board as to the consistency with the Development Plans and the Design Standards as to, harmony of exterior design and materials of the proposed Structure with existing Structures, as to location in relation to surrounding Structures, and as to appropriateness of drainage features and topography.

The Design Review Board shall promulgate and revise from time to time the Design Standards. The Design Standards shall be made available to all Members and prospective Members of the Association. The Design Standards may include any and all matters considered appropriate by the Design Review Board not inconsistent with the provisions of the Declaration. The Design Standards, as revised and amended from time-to-time, are hereby incorporated by this reference into this Declaration.

Whenever different, additional or revised Design Standards are adopted by the Design Review Board, a copy thereof shall be attached to a Certificate executed and acknowledged by not less than a majority of the members of the Design Review Board which certifies that the different, additional or revised Design Standards attached thereto have been duly adopted. The different, additional or revised Design Standards shall become effective as to all matters requiring Design Review Board approval from and after the date of recording of the aforementioned Certificate in the public records of Fannin County, Georgia. Adoption of different, additional or revised Design Standards shall not require amendment of this Declaration.

So long as DECLARANT owns any Property, DECLARANT shall be entitled to appoint all members of the Design Review Board. Thereafter, the membership of the Design Review Board shall be determined by the Board. The Design Review Board shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property. Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms DECLARANT may choose to impose.

Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable. The concurrence of a majority of members of the Design Review Board shall be required for any decision of the Design Review Board.

The conclusion of the Design Review Board shall be binding and final. If in its opinion, for any reason, including purely aesthetic reasons, the Design Review Board should determine that a proposed improvement or alteration is not consistent with the Design Standards, such alteration or improvement shall not be made.

Section 8.2 - Basis for Disapproval of Plans: The Design Review Board shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Design Standards and Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Parcels in the vicinity;
- (e) objections to the location of any proposed Structure upon any Parcel or with reference to other Parcels in the vicinity;
- (f) objection to the site plan, clearing plan, drainage plan or landscaping plan for any Parcel;
- (g) objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed Structure.
- (h) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Parcel; or
- (i) any other matter which, in the judgment of the Design Review Board, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvements of the property or with Structures or uses located upon other Parcels in the vicinity.

Approval of any such plans shall terminate and rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Design Review Board in which event the extended time period shall be applicable.

In any case where the Design Review Board shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such be accompanied by a statement of the grounds upon which such action was based.

In any such case the Design Review Board shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 8.3 - Retention of Copy of Plans: Upon approval by the Design Review Board of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Design Review Board, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 8.4 - Site to be Staked Prior to Tree Cutting: After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Board before tree cutting is done. No tree may be cut or removed without consent of the Design Review Board until the building plans, site plans and site staking are approved by the Design Review Board. If trees are removed without the Board's approval a fee shall be collected from the Owner in an amount deemed appropriate by the Design Board.

Section 8.5 - Rules of Design Review Board; Effect of Approval and Disapproval; Time for Approval. The Design Review Board may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Parcels, including, without limitation, exterior lighting and planing, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Design Review Board at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Design Review board to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Design Review Board's discretion as to any such matter, but no change of policy shall effect the finality of any approval granted prior to such change. Approval for use on any Parcel of any plans or specifications shall not be deemed a waiver of the Design Review Board's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided (i) that the Structures or uses shown on described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Parcel in question.

In the event that the Design Review Board fails to approve or disapprove any plans and specifications as herein provided within sixty (60) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 8.6 - Specific Elevation Requirements: Per final recorded plat, lots #1 through #31 will be restricted to an elevation associated with a "cottage-style" exterior. Lots #32 through #63 will be approved for "cottage-style" or log cabin exteriors. All elevations will be approved at the discretion of the DECLARANT.

Section 8.7 - Failure to Obtain Approval: If any Structure shall be altered, erected, placed or maintained upon any Parcel, or any new use commenced on any Parcel, otherwise than in accordance with plans and specifications approved by the Design Review Board pursuant to the provisions of the Article VIII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein, and, upon written notice from the Design Review Board, any such Structure so altered, erected, placed or maintained upon any Parcel in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, DECLARANT or TRCCHA shall have the right, through its agents and employees, to enter upon such Parcel and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. The lien provided in this Section 8.6 shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Fannin County prior to the recordation among the Deed Records of Fannin County of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

Section 8.8 - Certificate of Compliance: Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Design Review Board, the Design Review Board shall, upon written request of the Owner thereof, issue a certificate of compliance.

Section 8.9 - Inspection and Testing Rights: After proper notification of the Owner, any agent of DECLARANT, TRCCHA or the Design Review Board may at any reasonable time or times enter upon and inspect any Parcel and any exterior modifications or improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and neither DECLARANT, TRCCHA nor the Design Review Board nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 8.10 - Waiver of Liability: Neither the Design Review Board, nor any architect nor agent thereof, nor TRCCHA, nor DECLARANT, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration, although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons referred to in this Section 8.9 for any cause arising out of the matters referred to in this Section 8.9 and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE IX.

GENERAL COVENANTS AND RESTRICTIONS

Section 9.1 - Without the prior written approval of the Design Review Board:

- (a) No previously approved Structure shall be used for any purpose other than that for which it was originally designed;
- (b) No Parcel shall be split, divided, or subdivided for sale, resale, gift, transfer otherwise, without the expressed written consent of TRCCHA.
- (c) To the extent of the interest of the Owner of a Parcel, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Parcel and no external or outside antennas of any kind shall be maintained except to the rear of the residence located on the Parcel; and
- (d) No exterior satellite dish with diameter greater than 18 inches, or other electronic transmission or receiving equipment shall be placed upon any Parcel without prior "location consent" of the Design Review Board; however, such approval shall not be withheld after consideration for aesthetic approval of Parcel in question and subdivision in general;
- (e) No boat, boat trailer, golf cart, bus, house trailer, horse trailer, motor home or any similar items shall be stored in clear view on any Parcel. TRCCHA approval will be necessary for any type of screening material used for concealment.

Section 9.2 - Preservation of Trees: No trees shall be removed from any Parcel without the express written authorization of the Design Review Board. The Design Review Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Design Review Board may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 9.2, DECLARANT, TRCCHA and the Design Review Board and the respective agents of each may come upon any parcel during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither TRCCHA, nor the Design Review Board, nor DECLARANT, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 9.3 - Animals: No animal, livestock, insects or poultry shall be kept or maintained on any Parcel without the express written consent of the Design Review Board except the usual household pets may be kept on any parcel for purposes other than breeding or commercial. All animals shall be maintained in such a manner that their behavior including but not limited to noise or odor, are not offensive to reasonable standards.

Section 9.4 - Signs: No sign or other advertising device of any nature shall be placed upon any Parcel except as provided herein. The Design Review Board may, in its discretion, adopt and promulgate rules and regulations relating to signs, which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the property if approved by the Design Review Board, as to color, location, nature, size, duration and other characteristics of such signs or devices.

Section 9.5 - Temporary Structures: No temporary building, trailer, garage, or building in the course of construction or other Structure shall be used, temporarily or permanently, as a residence on any parcel. The Design Review Board must approve in writing in advance any temporary Structure (and the location thereof) used for construction purposes.

Section 9.6 - Accumulation of Refuse: No lumber, metals, bulk materials, (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Parcel so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Design Review Board, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape and color and type of containers permitted and the manner of storage of the same on the Property.

Section 9.7 - Driveways: All driveways, for the first 200 feet from the street, or to the dwelling, whichever distance is less, shall be made of concrete, asphalt, or other approved surfaces.

Section 9.8 - Height of Structure: No Structure located on any Parcel shall be more than three (3) stories in height, excluding basements. A "basement" shall be defined as per Fannin County specifications.

Section 9.9 - Minimum House Size: No single family residential Structure shall be located on any lot unless said Structure shall have at least 1,500 square feet of heated living area, exclusive of basement and garage. Any such structure which exceeds one story in height shall have not less than 1,200 square feet on the first floor and at least 1,800 square feet of total heated living area, exclusive of basement and garage.

Section 9.10 - Commercial Vehicles Prohibited: Commercial vehicles, of all types and kinds, are prohibited from being parked in open spaces within The Retreat at Cooper's Creek for a period of time exceeding eight (8) hours except during the construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of commercial vans, trucks, pick-up trucks and automobiles bearing commercial insignias larger than one-foot square.

Section 9.11 - Foundations: No concrete blocks, either in buildings or in walls or fences, shall be used above ground elevation unless said blocks are covered with brick, stone or other veneer specifically approved in writing by the Design Review Board.

Section 9.12 - Tennis Courts and Swimming Pools: All tennis courts and swimming pools located on any Parcel shall be located behind the rear line of the house located on the Parcel. All swimming pools shall be "in ground".

Section 9.13 - Pipes: No water pipes, gas pipe, or drainage pipe shall be installed or maintained on any Parcel above the surface of the ground, except movable hoses and movable pipes used for irrigation purposes.

Section 9.14 - Mining: No Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 9.15 - Maintenance of hedges and Plants: DECLARANT, TRCCHA, and the Design Review Board shall have the right to enter upon any Parcel and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the DECLARANT, TRCCHA or the Design Review Board, by reasons of its location upon the Parcel or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days prior written notice of such action.

Section 9.16 - Business Activity: No profession or home industry shall be conducted in or on any part of a Parcel or in any improvement thereon on the Property without the specific written approval of the Design Review Board.

Section 9.17 - Model House, Real Estate Office: DECLARANT may use any Parcel for a model home or for a real estate office until December 31, 2007 or such earlier time as the DECLARANT so designates.

Section 9.18 - Clothes Lines: No clothing or any other household fabrics shall be hung in the open on any Parcel.

Section 9.19 - Machinery: No machinery shall be placed or operated upon any Parcel except such lawn and garden machinery as is usual in maintenance of a private residence.

Section 9.20 - Mailboxes: The design of all mailboxes must conform to the established design standard for the neighborhood.

Section 9.21 - Fences: Fencing should be considered as an extension of the architecture of The Retreat at Cooper's Creek. No "chain link" type fencing is allowed on any Parcel. All fencing along the front, sides and rear of any Parcel shall be four-member board wooden and have a design compatible with the dwelling and the general theme of The Retreat at Cooper's Creek. All fencing must be kept in good condition.

Section 9.22 - Nuisance: No obnoxious, offensive, or illegal activities shall be carried on upon any Parcel nor shall anything be done on any parcel which may be or may become an annoyance or nuisance to the neighborhood.

Section 9.23 - Connection Points for Utility Service Lines: All Owners shall connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points designated by DECLARANT.

Section 9.24 - Exterior Elevation Restrictions: No vinyl siding, vinyl siding products, stucco, artificial stucco or any other types of materials are permitted. All roofing material will be asphalt architectural (dimensional) shingles with the product and color to be approved at the discretion of the DECLARANT.

ARTICLE X ZONING AND SPECIFIC RESTRICTIONS

Section 10.1 - Zoning and Specific Restrictions: The Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Restrictions shall be taken to govern and control.

ARTICLE XI EASEMENTS

Section 11.1 - Plat of Property: The Property, subject to this Declaration, is located in Land Lots 235, 236, 268 and 269 of the 7th District, 1st Section, of Fannin County, Georgia, being more particularly described in Exhibit "A", attached to this Declaration and incorporated herein by this reference. The Plat is incorporated herein by reference as fully as if the same were set forth in its entirety herein.

Section 11.2 - Declaration of Easements: DECLARANT hereby declares and reserves that the Property shall be burdened with and subject to the following perpetual easements for the benefit of TRCCHA, the DECLARANT or the Owners, as the case may be:

(a) Easements for Access. Every parcel shall be burdened with a perpetual, non-exclusive easement for access over any private roadways (and any appurtenant curbs, gutters, drainage systems, directional signage and street lighting apparatus) as may be shown on the Plat and any private roadway proposed to cross such Parcel as designated on the Plat and every Owner of a Parcel shall have a right and easement of ingress and egress (both vehicular and pedestrian), across such private roadway which easement shall be appurtenant to and shall pass with the title to the Parcel, subject to the following provisions:

- (i) the right of TRCCHA to maintain, repair or otherwise exercise control over the private roadways, and
- (ii) the right of TRCCHA to dedicate or transfer all or any portion of the private roadways to Fannin County.

(b) Easement for Signs. No Owner shall construct or maintain on any Parcel any signage whatsoever, whether a free-standing sign or a sign attached to any improvements on the Parcel, without prior written permission of TRCCHA, subject to the applicable governmental regulations. DECLARANT hereby reserves perpetual sign easements for the benefit of TRCCHA upon, across, above and under the locations on the Property as shown on the two (2) locations on the Plat designated as Sign & Monument Easements for the purpose of installing monument signs identifying the Property.

(c) Easements for Utilities. DECLARANT hereby reserves a perpetual easement upon, across, above and under that portion of the Property within the Easements for Access as shown on the Plat for installation, repairing, replacing, and maintaining all above and underground utilities with such easements serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as street lighting systems and storm drainage systems and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which DECLARANT, TRCCHA or it designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment within such easements related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, DECLARANT shall have the right to grant such easement.

(d) Easement for Grading and Drainage. DECLARANT hereby reserves perpetual easements upon, across, above and under the Property for drainways, drainage swales and underground drainage systems as shown on the Plat for surface and subsurface water drainage and runoff. Such easements include the right to grade and/or fill the Property as necessary, to cut any trees, bushes or shrubbery and take any other similar action determined to be reasonably necessary by DECLARANT to provide for and maintain adequate surface and subsurface water drainage on the Property and to maintain any other easements provided for herein. No Owner shall be permitted to alter or divert any surface water flow on any Parcel or to affect adversely in any manner any portion of the Property designated as an easement for grading and drainage without the prior written permission of the DECLARANT or TRCCHA. Notwithstanding the existence of this easement, neither DECLARANT nor TRCCHA shall be required to grade, fill or otherwise create any drainage systems on any Parcel.

(f) Easement for Entry. TRCCHA shall have an easement to enter onto any Parcel for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of TRCCHA, which right may be exercised by TRCCHA's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in any emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of TRCCHA to enter a Parcel to cure any condition, which may increase the possibility of a fire or other hazard on any other Parcel in the event that an Owner fails or refuses to cure the condition upon request by the Board.

(g) Easements for Temporary construction Facilities. Upon the prior written approval of DECLARANT or TRCCHA, which approval shall not be unreasonably withheld, during construction of permanent improvements only, an Owner shall have the right to place a temporary construction and/or removable building on its Parcel, along with a temporary wooden sign disclosing the nature of the Owner's construction project and/or the lender financing for such project. Any such trailer, building or signage shall be removed upon issuance of a Certificate of Occupancy for the improvements constructed on the Parcel. Section 12.3 - TRCCHA's Maintenance Responsibilities for Easements: TRCCHA shall maintain in good repair the following easements: for Assess; and for Signs. TRCCHA shall establish, from time to time, the amount of maintenance reserve fund for the periodic maintenance of such easements as part of the Common Expenses.

ARTICLE XII.

GENERAL

Section 12.1 - Grantee's Acceptance: The grantee of any Parcel automatically shall be subject to the coverage of this Declaration by acceptance of the deed or other instrument conveying an interest in or title to, or by the execution of a contract for the purchase thereof, whether from DECLARANT or from a subsequent owner of such Parcel.

Section 12.2 - Indemnity for Damages: Each and every Parcel Owner and future Parcel Owner, in accepting a deed or contract for any Parcel subject to these Restrictions, agrees to indemnify DECLARANT for any damage caused by such Owner, or the contractor, agent or employees of such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon.

Section 12.3 - Maintenance of Liability Insurance: TRCCHA shall maintain general liability insurance as to all association property all easements for the benefit of TRCCHA. Said coverage shall be in the amount of no less than \$1,000,000.

Section 12.4 - Severability: Every one of the provisions and restrictions herein contained is hereby declared to be independent of, and severable from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions. Invalidation by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or restrictions, which shall remain in full force and effect.

Section 12.5 - Right of DECLARANT to Modify Restrictions with Respect to Unsold Parcels: With respect to any unsold Parcel, DECLARANT may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these Restrictions as DECLARANT in his discretion desires.

Section 12.6 - Captions: The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 12.7 - Effect of Violation on Mortgage Lien: No violation of any of these Restrictions shall defeat or render invalid the security interest of any deed to secure debt (i.e., mortgage) upon any portion of the Property; provided however, that any mortgagee in actual possession of a Parcel, or any purchaser of a Parcel at any mortgagee's foreclosure sale shall be bound by and subject to these Restrictions as fully as any other Owner of any portion of the Property.

Section 12.8 - No Reverter: No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 12.9 - Duration and Amendment: The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by DECLARANT, TRCCHA, The Design Review Board, and the Owner of any Parcel included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2015, after which time said Restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect (except with regard to the annexation of additional Member's Property) except by the execution of an instrument signed by not less than 69% of the Parcel Owners, which instrument shall be filed for recording among the Deed Records of Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2006 this declaration may be amended and/or 55% of the Parcel Owners, which instrument shall be filed for recording among the Deed Records of Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

Section 12.10 - Enforcement: In the event of a violation or breach of any of these Restrictions, or any amendments thereto by any Owner, or family or agent of such owner; the Owner(s) of Parcel(s), TRCCHA, DECLARANT, its successors and assigns, or any party to whose benefit these Restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

Section 12.11 - Interpretation by DECLARANT AND TRCCHA: DECLARANT and TRCCHA shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

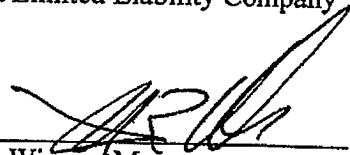
Section 12.12 - Assignment by TRCCHA: TRCCHA shall be empowered to assign its right hereunder to any successor non-profit membership corporation (herein referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of TRCCHA hereunder.

Section 12.13 - No Waiver: The failure of any party entitled to enforce any of these Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.


IN WITNESS WHEREOF, COOPER'S CREEK DEVELOPMENT, LLC., a Georgia limited liability Company, has caused these Restrictions to be properly executed under seal, all as of the date first above written.

Signed sealed
And delivered
In the presence of:

Cooper's Creek Development, L.L.C.
a Georgia Limited Liability Company

By: 
Roger Winans, Manager


Unofficial Witness


Notary Public

My Commission Expires:
01.27.2009



EXHIBIT "A"

TRACT ONE:

All that tract or parcel of land lying and being in Land Lots 236 and 269 of the 7th Land District, 1st Section of Fannin County, Georgia, containing 97.760 acres, more or less, and being Tract 1, as shown on a plat of survey by Rochester & Associates, Inc., dated May 6, 1997, and recorded in Fannin County records in Plat Hanger A-365, Page 3, said plat is incorporated herein by reference hereto, for a full and complete description of the above described property.

Grantors herein Quit Claim but does not warrant title to any and all right, interest or easement they have in and to that portion of the road as it leaves Cooper Drive and as it crosses the property now or formerly owned by James Pirkle near the bridge, as shown on the aforementioned plat of survey.

TRACT TWO:

Grantors herein Quit Claim, but does not warrant title to any and all right, interest they have in and to all that tract or parcel of land lying and being in Land Lots 235, 236 and 269 of the 7th Land District, 1st Section, Fannin County, Georgia, containing 0.049 acres, more or less, and being Tract 2, as shown on a plat of survey by Rochester & Associates, Inc., dated may 6, 1997, and recorded in Fannin County records, in Plat Hanger A-365, Page 3, said plat is incorporated herein by reference hereto, for a full and complete description of the above described property.

TRACT THREE:

All that tract or parcel of land lying and being in Land Lots 268 and 269 of the 7th District, 1st Section of Fannin County, Georgia, containing 4.444 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated November 14, 2003, and recorded in Plat Hanger O-50, Page 6, Fannin County, Georgia Records, said plat being incorporated herein by reference for a more complete legal description of said property.

Grantor grants to Grantee, a non-exclusive perpetual easement for ingress and egress and public utilities along the subdivision roads in Cooper Creek Hollow Subdivision.

TRACT FOUR:

All that tract or parcel of land lying and being in Land Lot 269 of the 7th District, 1st Section of Fannin County, Georgia, and being known as Lot 45, containing 2.427 acres, more or less, and Lot 56, containing 1.967 acres, more or less, of Coopers Creek Hollow Subdivision, Phase III, as shown on a plat of survey by Rochester & Associates, Inc., dated November 19, 1999 and recorded in Plat Hanger C-4, Pages 1-3, Fannin County, Georgia Records, said plat being incorporated herein by reference hereto for a full and complete description of the above described property.

Grantor grants to Grantees, a non-exclusive perpetual easement for ingress and egress and public utilities along the subdivision roads in Cooper Creek Hollow Subdivision.