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GORDON County, Ga
DEED Bk: 1908 Pgs: 226-234

Cross Reference, Gordon Clerk of Court
Deedbook 1269, page 392
Deedbook 1368, page 259-278
Deedbook 1852, page 390-393

**First Amendment –
Declaration of Covenants, Conditions, and Restrictions
For The Landing At Miller Ferry and The Landing at Millers Ferry HOA, Inc.**

This First Amendment –Declaration of Covenants, Conditions, and Restrictions for The Landing at Miller Ferry and The Landing at Millers Ferry HOA, Inc. (hereinafter the amended covenants) is made this ____ day of August, 2014 by showing the following, to wit:

WHEREAS, the original developer, being C&M Construction Services, Inc. (hereinafter C&M), of the Landing at Miller Ferry Subdivision filed Declarations of Covenants, Conditions, and Restrictions for the Landing at Millers Ferry and the Landing at Millers Ferry HOA, Inc. (hereinafter the "covenants") with the Clerk of Court of Gordon County, Georgia on or about October 26, 2006 at Deedbook 1368, page 259-278;

WHEREAS, the Covenants required the formation of the Landing at Millers Ferry, HOA, Inc. (hereinafter HOA) and HOA is active and compliant with the Georgia Secretary of State and operating as a not-for-profit legal entity; **MOREOVER**, the Covenants created two (2) membership classes, to wit: Class A, being real property owners; and Class B, being C&M;

WHEREAS, Bank of the Ozarks (hereinafter the "Bank"), as assignee of Unity National Bank, foreclosed on the original security deed referenced herein on or about August 16, 2012 by and through a Deed Under Power filed at Deedbook 1779, page 404-405, which was filed with the Clerk of Court of Gordon County, Georgia, **LESS AND EXCEPT** all that tract or parcel of land lying, being, and situated in Land Lots 113 and 128 in the 15th District and 3rd Section of Gordon County, Georgia and being known and described as Lots 2, 5, 6, 7, 8, 9, 47, 48, 49, 51, 53, 54, 58, 59, 61, 62, 64, 68, 69, 71, 72, 73, 75, 76, 77, 78, 79, 82, 83, 101, 103, 104, 105, 106, 107, 108, 109, and 111, as shown and described on a plat of survey entitled "Final Plat of the Landings at Millers Ferry" and recorded in Plat book 46, page 189 to 193 in the Clerk of Court of Gordon County, Georgia, as well as all streets shown on said plat which have been dedicated as public streets, which plat is incorporated herein as if fully restated;

WHEREAS, the Bank conveyed Lot 74, containing the clubhouse, pool, and two (2) detention ponds, via quitclaim deed to the HOA on or about July 1, 2013 at Deedbook 1840, page 386-387, Gordon County Clerk of Court records;

WHEREAS, the Bank and the HOA, by and through its president, entered into an agreement where the parties agreed that in lieu of consideration by the HOA for the aforementioned property transfer, the HOA would not enforce any association assessments or dues against either the Bank or its successor through a bulk sale, as defined in said Agreement. The parties also agreed that owners of the Bank lots shall have voting rights of such lot or lots under the Covenants. This Agreement was filed on or about August 30, 2013 at Deedbook 1852, page 390-393, Gordon County Clerk of Court records;

WHEREAS, the Bank completed its bulk sale of lots through a single property transfer via a Warranty Deed to JHJ MillersFerry 65, LLC (65% interest holder) and RCB Multitract 35, LLC on or about September 9, 2013, being filed at Deedbook 1853, page 507, Gordon County Clerk of Court records and included, to wit: all that tract or parcel of land lying, being, and situated in Land Lots 113 and 128 in the 15th District and 3rd Section of Gordon County, Georgia and being known and described as Lots 3, 10-45, 50, 52, 55-57, 60, 63-67, 70, 80-81, 84-100 and 102, as shown and described on a play of survey entitled "Final Plat of the Landings at Millers Ferry" and recorded in Plat book 46, page 189 to 193 in the Clerk of Court of Gordon County, Georgia, as well as all streets shown on said plat which have been dedicated as public streets, which plat is incorporated herein as if fully restated;

WHEREAS, the Covenant provides that upon an instrument signed by members of the HOA then entitled to cast at least two-thirds (2/3) of the votes of the HOA; the amendments must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable;

WHEREAS, the HOA has caused an instrument to be signed by two-thirds of the members of the HOA, and also the principal agents in JHJ MillerFerry65, LLC and RCB Multitract 35, LLC, and identified herein as Schedule A to this amended covenant as if fully restated herein, to bind all subsequent property owners through purchase, transfer, conveyance, gift, deed, and or any other document title of ownership to any lot(s) in The Landing at Miller Ferry to the filed Covenant of record and the following amended covenants contained herein.

NOW THEREFORE, such Covenants and these Amended Covenants are and shall be binding on all parties having and acquiring right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof, to wit:

[SPACE LEFT INTENTIONALL BLANK]

GENERAL AMENDMENTS

AMENDMENT NO. 1: The Declarations of Covenants, Conditions, and Restrictions for the Landing at Millers Ferry and the Landings at Millers Ferry HOA, Inc. filed with the Clerk of Court of Gordon County, Georgia on or about October 26, 2006 at Deedbook 1368, page 259-278 and not specifically modified, amended, altered, changed or referenced herein remain in full force and effect and any amendment does not waive, satisfy, forego, delete, or excise any remaining portions of these filed covenants; moreover, this present amendment does not waive the right of the HOA to make further amendments in the future.

AMENDMENT NO. 2: Wherever in the filed covenant of record mentions Bartow County, Gordon County should be substituted for Bartow County. See Article 9, Section 1 and Section 4 of the Covenants.

AMENDMENT NO. 3: The use of the word "Developer" is to be stricken from covenant and any reliance on the use of the "Developer" should not be relied upon by any subsequent purchaser. Thus, the following references to the "Developer" will be deleted from the Covenant of record in its entirety, except for Article 2, Section 1; Article 3, Section 1; Article 4, Section 1; Article 4, Section 2(c).

SPECIFIC AMENDMENT

Article 3, Section 3(b). Class B. JHJ MillerFerry65, LLC and RCB Multittract 35, LLC owns the majority of the lots in the Landing at Miller Ferry. By and through the agreement of record between the HOA and Bank, said entities are not subject to the covenants, have no voting rights, are exempt from paying assessments or association dues. However, the subsequent lot owner(s) from said entities shall be subject to the Covenants and any Amended Covenants herein and hereinafter.

Article 7, Section 1. Land Use and Building Type. The third and final sentence of this Section should read that no business, commercial, trade or manufacturing activity shall be conducted on the property unless approved by the HOA.

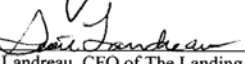
Article 7, Section 2. Architectural Control. The second sentence of this Section should read that all fences to be installed, or any fence already installed and to be altered, must be approved by the HOA and installed by a licensed fencing contractor.

Article 7, Section 3. Dwelling, Cost, Quality, and Size and Construction, Remodeling, Renovations, Upgrades or any Changes to Existing Structures. The first and second sentence of this Section should read that no dwelling shall be permitted on any Lot without approval by the HOA and the Architectural Control Committee. Builder and or Owner will provide complete house plans/ prints which include exterior color/ style, exterior building material choices prior to the construction of the dwelling. The provision about the exterior siding and foundation walls shall be approved by the HOA and the Architectural Control Committee. Ground floor of the main structure, exclusive of open porches and garages, shall not be less than two thousand (2,000) square feet except for multi-floored structures where above ground heated living space shall not be less than two thousand five hundred (2,500) square feet.

Article 7 Section 20. Landscaping, Lawn Maintenance, Maintenance, and Upkeep. The second sentence should read that "every yard shall be maintained in a proper fashion and at all times may not exceed 6 inches in height."

IN WITNESS WHEREOF, the undersigned officers for The Landing at Miller Ferry HOA, Inc. have caused this First Amendment – Declaration of Covenants, Conditions, and Restrictions For The Landing At Miller Ferry and The Landing at Millers Ferry HOA, Inc. to be executed and the appropriate corporate seals affixed hereto, the day and year first above written.

By: 
Greg Kirby, CEO of The Landing at Millers Ferry HOA, Inc.

By: 
Scott Landreau, CFO of The Landing at Millers Ferry HOA, Inc.

By: 
Rogers Hall, Sec. of The Landing at Millers Ferry HOA, Inc.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LANDING AT MILLERS FERRY
And THE LANDING AT MILLERS FERRY HOA, INC.

THIS DECLARATION is made this 24TH day of OCTOBER, 2006 by C & M Construction Services, Inc. and Jason M. Cook and Robert J. Mealer.

WHEREAS, Developer owns all of the property known as THE LANDING AT MILLERS FERRY SUBDIVISION as shown on that certain plat of survey recorded in Plat Book 45, Page 111, Gordon County, Georgia Records (The "Subject Property"); and

WHEREAS, Developer desires to provide for the benefit of all of the residents of those portions of the Subjected Property, a Common Area (as hereinafter defined); and

WHEREAS, Developer deems it desirable to create the Association (as hereinafter defined); to own, maintain and administer the Common Area in accordance with the Covenants and Restrictions as hereinafter provided and to insure the enjoyment of such Common Area by such residents; and

WHEREAS, Developer intends that every Owner (as hereinafter defined) of a Residential Unit (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration become a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association pursuant hereto;

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE 1

Definitions. The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary) shall have the following meaning:

- (a) "Association" shall mean and refer to The Landing at Millers Ferry HOA, Inc., a nonprofit corporation organization and existing under the laws of the State of Georgia.
- (b) "Builder" shall mean a person or entity which purchases a portion of the Restricted Property or is employed for the purpose of erecting a residential unit on a lot of subdivided property.
- (c) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.
- (d) "Developer" shall mean C & M Construction Services, Inc. and/or Jason M. Cook or Robert J. Mealer.
- (e) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.
- (f) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Common Area.
- (g) "Mortgage" shall mean and refer to any security instrument by means of which title to the Common Area is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.
- (h) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer assignment of foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.
- (i) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.
- (j) "Common Area" shall mean and refer to the property described in Exhibit "A" attached hereto and made a part hereof.
- (k) "Common Purposes" shall mean and include activities such as ingress and egress for pedestrian and vehicular traffic, horseback riding, walking, riding of non-motorized vehicles and such other activities as may be delineated by the Board of Directors of the Association from

time to time.

(l) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to Article 2, Section 2 of this Declaration.

(m) "Residential Units" shall mean and refer to each single family detached house located on a Lot of subdivided property intended for a single family detached house.

ARTICLE 2

Property Subject to Declaration: Effect Thereof.

Section 1. Property Hereby Subject to This Declaration.

This Declaration is hereby imposed upon the following described real property and the Developer hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 113 and 128 of the 15th District, 3rd Section of Gordon County, Georgia; and being that certain 104.43 acres according to a plat of survey entitled "Survey for C & M Construction" dated October 32, 2005, prepared by J.M. Hart Land Surveying, Inc., Joel M. Hart, G.R.L.S. No. 2824 and being recorded in Plat Book 34, Page 111, Gordon County, Georgia Records, which plat by reference is incorporated herein and made a part hereof.

Subject to a 10' access easement to the cemetery, as shown on above referenced plat.

Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

ARTICLE 3

The Community Association; Automatic Membership and Voting Rights Therein.

Section 1. The Association.

The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist The Landing at Millers Ferry HOA, Inc., a nonprofit Georgia

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Corporation.

Section 2. Membership.

Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3. Classes of Membership; Voting Rights.

The Association shall have two classes of membership: Class A and Class B.

(a) *Class A.* Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3 with the exception of the Developer. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

(i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(ii) Upon the sale of 100% of the lots.

whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(i) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

(ii) Any proposal that is a special assessment by levied by the Association, except as otherwise specifically herein provided;

(iii) Any proposal not to repair or reconstruct any damage or destruction to the Common Area and the facilities thereon;

(iv) Any proposal to dedicate, transfer or sell all or any part of the Common Area;

(v) Any proposal of merger, consolidation or dissolution;

(vi) Any proposal to amend this Declaration of the Articles of Incorporation of the Association; and

(vii) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Residential

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Unit in which they hold any interest required for membership under Section 2 of this Article 3. When more than one person holds an interest or interest in a Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of this agreement among such persons, and an account by two or more persons to cast a vote for such Residential Unit, such person shall not be recognized in the vote with respect to such Residential Units shall not be counted.

(b) *Class B.* The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Unit in which it holds any interest. At such time as the Class B membership shall automatically terminate and cease to Class A member insofar as it may then hold any interest required for membership in Section 2 of Article 3. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or restated.

Section 4. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

Section 5. Meetings of the membership.

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

ARTICLE 4

Section 1. The Common Property; Members Rights in the Common Property.

The Developer hereby covenants with the Association to convey the Common Area to the Association on or prior to completion of the sale of 100% of the lots.

Section 2. Members Easements of Enjoyment.

Subject to the provisions contained in (a) through (f) of this Section, every member of the Association shall have a right in the easement of enjoyment in and to the Common Area including, but not limited to, the nonexclusive right of ingress and egress and nonexclusive right to use the Common Area for Common Purposes and such easement shall be appurtenant to and

shall pass with the title to all portions of the Restricted Property. The Common Area shall be used only for Common Purposes, and the purposes set forth in Article 1 paragraph (j) supra. Rights and easements of the enjoyment created hereby shall be subject to the following:

(a) The right of the Developer or its designees to the exclusive use of such portion of the Common Area as it, in the exercise of its sole discretion, may deem necessary or advisable, for, or as may be reasonably required, convenient or incidental to, the construction of improvements within the Restricted Property and Common Area. In addition, Developer, at its expense, covenants to construct in the Common Area, a paved road, the surface type of which shall be at Developer's sole option, and such landscaping as Developer, in its sole discretion, deems appropriate. Such right of the Developer shall and does exist notwithstanding any provision in this Declaration which might be construed to the contrary, and such right of the Developer exists without affecting any member's obligation to pay assessment coming due during such period of time and without affecting the permanent charge and lien on any member's property in favor of the Association.

(b) The Association shall not mortgage any portion of the Common Area which may provide ingress and egress to any Residential Unit.

(c) The right of the Association to take such steps as are as reasonably necessary to protect the Common Area against foreclosing if Developer has pledged any interest in and to the Common Area to any lender; and

(d) The right of the Association, as provided by its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(e) The right of the Association at any time to transfer all or any part of the Common Area if authorized by two-thirds (2/3) or more of the vote of those entitled to vote and of all classes of memberships subject to the provisions of this Declaration; and

(f) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing and maintenance of the Common Area.

Section 3. Extension of Rights and Benefits.

Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article 4 to each of his tenants and to each member of his family who resides with him on Restricted Property and to other persons as may be permitted by the Association's Board of Directors.

ARTICLE 5

Assessment

Section 1. Creation of the Lien or Personal Obligation for Assessments.

Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Association:

- (a) Annual assessments and charges and
- (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon and cost of collection thereof as hereinafter provided shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.
- (c) The special assessment fee shall be Two Hundred and 00/100ths (\$200.00) at time of purchase. This shall be payable to the Association.

Section 2. Purpose of Assessment.

The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Common Area and facilities related thereto devoted to such purposes and related to the use and enjoyment of the Common Area, and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of THE LANDING AT MILLERS FERRY SUBDIVISION, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 5 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Area and facilities and the entrance area.

Section 3. Basis and Maximums of Annual Assessments.

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

- (a) The maximum initial annual assessment of Class A members shall be Four Hundred and 00/100ths dollars (\$400.00) per residential unit payable to the Association, and
- (b) The Class B members shall pay whatever amount, if any, in excess of the Class A members' assessment as, in the sole opinion of the Class B member, may be necessary to

maintain and manage (and only to maintain and manage, including the payment of ad valorem taxes) the Common Area.

From and after such time as the Class A member shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum annual assessment imposed prior to such time and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of the Association shall not be increased (or decreased) in any one year by an amount in excess of thirty percent (30%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective. The Board of Directors of the Association shall set the annual assessment at less than the maximum allowed pursuant to this Section.

Section 4. Special Assessments.

Upon the affirmative vote of the holders of two-thirds (2/3) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Area, including any necessary fixtures or personal property related thereto; or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by Section 3 of this Article.

Section 5. Equality of Assessment among Residential Units.

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B members may bear a greater or lesser assessment burden than Class A member while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

Section 6. Date of Commencement of Annual Assessments; Due Dates.

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the 31st day of January of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period the payment for the annual assessment shall not be due until thirty (30) days after such notice is given; the failure to notify thirty (30) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3.

The first annual assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

(b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effective Nonpayment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and accrue a monthly charge of Fifty Dollars and 00/100th (\$50.00) per month and all privileges will be suspended for a minimum of Sixty (60) days or until such time as all outstanding dues and penalties are paid in full. Together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or ten percent (10%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area and facilities. The Association shall not waive any liens or rights it may have against any member or such members Residential Unit without the approval of holders of one hundred percent (100%) or more of the vote of those then entitled to vote all classes of membership.

(c) If the assessment is not paid within sixty (60) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the Common Area and facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such members obligation to pay assessments, due during the period of such suspension and shall not effect the permanent charge and lien on such members property in favor of the Association.

Section 8. Subordination of Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restrictive property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

ARTICLE 6

Administration

Section 1. Responsibility for Administration.

The administration of the Association, the maintenance, repair and operation of the Common Area and facilities and the Entrance Areas shall be the responsibility of the Association.

Section 2. Maintenance Agreement.

The Association may enter into such maintenance agreements as are necessary or desirable for the maintenance of the Common Area and facilities and the Entrance Areas. In the event the Association shall determine to place improvements on the Common Area pursuant to this Declaration and enters into a maintenance agreement for the installation and/or operation of such improvements, the manager of the Common Area shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers directly from members of the Association by this Declaration. Any maintenance agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, in the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination ten (10) days after two-thirds (2/3) of the members then entitled to vote, affirmatively vote to so terminate such contract at any time after the Class A members are entitled to the full voting privileges in accordance with Article 3.

Section 3. Limitations of Liability; Indemnification.

Notwithstanding the duties of the Association to maintain and operate the Common Area and to maintain the Entrance Areas, the Association shall not be liable for injury or damage caused by the latent condition of the Common Area nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

ARTICLE 7

Design Guidelines

Section 1. Land Use and Building Type.

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling unit not to exceed two (2) stories in height. No business, commercial, trade or manufacturing activity shall be conducted on the property unless approved in writing by Developer.

Section 2. Architectural Control.

No building, of any kind, shall be erected, placed or altered on any Lot until the construction plans and specifications and plans showing location of the structure have been approved by the Architectural Control Committee, as described in Paragraph 15 below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished graded elevation. All fences to be installed, or any fence already installed and to be altered, must be approved by the C & M Construction, Inc., and installed by a licensed fencing contractor. This Contractor shall be approved by the Architectural Control Committee. Fencing shall be chain link, wood, decorative metal or vinyl. Corner lots shall have no fence of any kind without prior approval from Developer. Approval shall be obtained as provided in Paragraph 14 below.

Section 3. Dwelling, Cost, Quality and Size and Construction, Remodeling, Renovations, Upgrades or any Changes to Existing Structures.

No dwelling shall be permitted on any Lot without blue print approval by the C & M Construction Services, Inc. Builder or Owner will provide complete house plans/prints which include exterior color/style, exterior building material choices to the C & M Construction Services, Inc. for approval prior to any construction. It being the intention and propose of this covenant to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date this instrument.

The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than one thousand four hundred (1,550) square feet of heated living space.

Exterior siding and foundation walls shall be approved by the Developer.

All split level homes (including split-foyers) shall have brick/stone steps/stoops with iron hand railings.

All homes shall be Hardiplank with black or Gray architectural design shingles. Roofs to be no less than a 9/12 pitch.

All yards will be sod on the entire front yard with the exception of the flowerbeds, etc.

All driveways must be concrete unless approved by the Architectural Control Committee.

All sites will have proper erosion control measures and will be maintained. Any mud or silt leaving job site will be the responsibility of the Builder/Property Owner and will be resolved in a timely manner. Any erosion control measures taken by C & M Construction Services, Inc., and will be billed to the Builder/Property Owner.

No fences may be erected or maintained within the boundary of any drainage easements as designated on the subdivision plat. Corner lots shall have no fence of any kind without prior approval from the Architectural Control Committee.

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All outbuildings shall be the same color as the dwelling erected on the property and no used outbuildings shall be allowed and placement and approval for construction must be obtained from the Architectural Control Committee.

All mailboxes must be approved by the Architectural Control Committee.

Adequate offstreet parking shall be provided by the owner of each lot for the parking of automobiles.

During Construction process Builder/Property Owner will keep jobsite clean as possible with special attention to Fridays.

During Construction process Builder/Property Owner will complete the project in a timely manner. Upon completion the home shall be cleaned and yards and homes kept up. For example: grass mowed, flowerbeds weeded as well as the inside of the house kept clean.

Builder/Property Owner will provide access, including temporary walkways as quickly as possible without disrupting construction process and said temporary access or walkway will be replaced by a concrete drive/sidewalk/walkway in a timely manner. All sidewalks will be poured in a consistent way with one contractor being used for the entire subdivision.

Builder/Property Owner will supply one portable toilet and one dumpster as needed during the construction/remodeling process, location to be approved by the Architectural Control Committee.

Any repair to home which is a nuisance to adjoining property owners or a decreasing of value to any other property owner shall not be allowed and must be approved by the Architectural Control Committee.

Section 4. Building Location.

The location of the Building will be placed according to the county specifications.

Section 5. Lot Area.

The minimum area for all Lots shall be as shown on the recorded Plat of Survey for THE LANDING AT MILLERS FERRY SUBDIVISION, a private Subdivision, located in Gordon County, Georgia. No Lot shall be subdivided at any time to an area consisting of less acreage than as shown on the aforementioned recorded plat of survey for that respective Lot.

Section 6. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the front portion of each Lot. Drainage flow shall not be obstructed nor diverted from drainage or utility easements as designated above or on the recorded Plat. All drainage areas must be maintained, mowed, and generally well-kept at all times by property owner or Builder. No activity which will create erosion shall be undertaken

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except for initial construction of dwelling and will be kept to a minimum at that time.

Section 7. Nuisances.

No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the adjoining owners.

Section 8. Temporary Structures.

No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently without approval of the Architectural Control Committee.

Section 9. Signs.

No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than four (4) square feet advertising such Lot for sale or rent or signs used by a Builder/Property Owner to advertise the Lot during the construction and sales period. A sign advertising a Lot or residence for sale not exceeding four (4) square feet advertising such Lot or residence for sale may be placed at the entrance of the subdivision at a place designated by either the Architectural Control Committee or the Homeowners Association. Access for viewing any property for sale shall be strictly controlled by the seller of any Lot. Builder will list all homes for sale (including presales) with Developer's real estate broker with the same terms as Developer's agreement with broker. Builder will refer all prospective buyers/inquiries to aforesaid broker.

Section 10. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. Livestock and Poultry.

No farm animals, livestock or poultry of any kind shall be raised, bred or kept or maintained on any Lot. No household pet shall be kept in such a manner as to become a nuisance to the surrounding neighborhood. Any kennel or pen shall be constructed no closer to the street than the rear of the residence. No animal's shall be kept on a chain as a means of containment on the owners property and all animals must be under direct voice control or on a leash if off of the owners property. Household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 12. Antennae, Etc.

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No exterior television, radio antennae, satellite dish, receiver, or solar equipment of any sort shall be located, installed, placed, allowed or maintained upon any portion of a Structure, Residential Unit or Lot, visible from the street which it faces, without prior written approval by the Architectural Control Committee, and must be installed in a discreet manner. No antennae shall be installed or used for the purpose of transmitting of electronic signals. Satellite dishes if approved must be less than 18" in diameter.

Section 13. Clotheslines, Garbage Cans, Etc.

No outside clotheslines will be allowed. Garbage cans, refuse containers and wood piles shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residents, and may be maintained in a rear yard of a Lot only. All refuse must be disposed of properly and promptly at all times including during construction. Any deviation as to location of a garbage can, refuse container or wood pile only shall be approved in writing by the Architectural Control Committee.

Section 14. Heating Fuel Containers, Etc.

No exposed liquid propane tank, fuel oil tank or any type of fuel container used to heat a Residential Unit shall be located visible and above ground on any Lot. Any such container shall be buried below ground and shall be located on a Lot with the prior approval in writing by the Architectural Control Committee.

The only exception to the above will be liquid propane tanks for home gas grills and other such patio cooking equipment.

Section 15. Recreational Equipment.

Recreational, playground equipment/toys, swings shall be placed or installed only upon a Lot to the rear of any Residential Unit as approved in

writing by the Architectural Control Committee. Basketball goals may be placed adjacent to the driveway, but shall be painted to match the house. No above ground pools shall be allowed.

Section 16. Recreational Vehicles and Trailers.

No vehicle with more than six (6) wheels, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours.

Section 17. Parking, Junked Automobiles

No junk automobile, or automobile without a current year tag, will be placed or put upon any lot at any time. Junk automobile will be considered any automobile which can not be moved under its own power.

No vehicles shall be parked overnight on a street of subdivision.

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Section 18. Garbage and Refuse Disposal.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No person shall dump rubbish, garbage or any other form of solid waste on any Lot or on Common Area.

(a) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage or any form of solid waste on any Lot or on Common Area, and during that time period all rubbish, garbage, etc. must be removed daily from home sites, all building material shall be kept as neat and orderly as possible at all times without disrupting/delaying the construction process.

(b) Except for building materials employed during the course of construction of any Structure approved by the Architectural Control Committee, no lumber, metals, bulk material or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards and approved in writing by the Architectural Control Committee.

(c) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed at the entrance to the subdivision outside of the secured Common Area. At all other times such containers shall be screened or enclosed in the manner set forth in the Design Standards.

Section 19. Sewerage Disposal.

No individual sewerage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities.

Section 20. Landscaping, Lawn Maintenance, Maintenance and Upkeep.

The yard shall be landscaped with sod in the front yard area and grass and ornamental shrubs in the remainder of the yard area in a standard fashion unless a variance to this section is approved in writing by the Architectural Control Committee. Every yard shall be maintained in a proper fashion and at all times may not exceed ___ in height. The property shall not be prepared for the purpose of providing, or used for, a track for off road all terrain vehicles or motorcycles.

Maintenance and upkeep of all dwellings is a requirement at all times.

Any driveways, ditches, entrances or roads on property is the responsibility of homeowners to maintain. Driveways cannot be painted.

During construction/remodeling process the Property Owner or Builder must keep grass

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mowed and all lots including vacant lots must be kept in a neat and tidy manner.

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Section 21. Architectural Control Committee.

The Architectural Control Committee shall be composed of Jason M. Cook and Robert J. Mealer. The majority of the Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this instrument. The approval or disapproval of the Architectural Control Committee as required by this instrument shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications shall have been submitted to it, then the approval of the Architectural Control Committee shall be deemed to have been given and in compliance with the related covenants shall be deemed to have been made.

Section 22. Term.

The covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall be automatically extended for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20)-year period or any extension thereof, such instrument having been executed by a minimum of fifty-one percent (51%) of the record owners of the Subdivision.

Section 23. Enforcement.

Enforcement of the covenants contained in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

Section 24. Severability.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions of this instrument which shall remain in full force and effect.

ARTICLE 8

Insurance and Casualty Losses

Section 1. Insurance.

The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the

event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the Common Area and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by accompanied license to do business in the State of Georgia and holding a "B" or better by Best's Insurance Report or a similar publication, and all policy shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

ARTICLE 9

General Provisions

Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said 20-year period for successive periods not to exceed 20 years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast equal to two-thirds (2/3) of the votes of the Association and has been filed for record in the Office of the Clerk of the Superior Court of Bartow County, Georgia, at least ten (10) days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Notices.

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

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Section 4. Amendment.

The Covenants and Restrictions of this Declaration may be amended at any time during the first five (5) years following the day and year first above written by an instrument signed by members of the Association then entitled to cast at least two-thirds (2/3) of the votes of each class of members of the Association and, thereafter, by an instrument signed by members of the Association then entitled to cast at least two-thirds (2/3) of the votes of the Association; provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Bartow County, Georgia Records, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Bartow County, Georgia, and unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and the appropriate corporate seals affixed hereto, the day and year first above written.

C & M Construction Services, Inc.

 (SEAL)
Robert J. Mealer, Secretary and
Individually

 (SEAL)
Jason M. Cook, President and
Individually

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FILED & RECORDED 0-26-06 BRIAN BRANNON, CSC