

ORIGINAL

SUPERIOR COURT OF FORSYTH COUNTY
STATE OF GEORGIA

FORSYTH COUNTY GEORGIA
FILED IN THIS OFFICE
OCT 24 2018
CLERK SUPERIOR COURT

VINAY BOSE, MOMMIES PROPERTIES,
LLC, and FH PARTNERS, LLC,

Plaintiffs,

vs.

JOHN RICHARDS, CHATTAHOOCHEE RIVER
CLUB HOMEOWNERS ASSOCIATION, INC.,
and JOHN DOE and JANE DOE,

Defendants.

CIVIL ACTION FILE

NO. 18CV1887-1

PETITION TO QUIET TITLE

Come Now, Plaintiffs Vinay Bose ("Bose"), Mommies Properties, LLC ("Mommies") and FH Partners, LLC ("FHP") (Bose, Mommies and FHP are sometimes referred to herein as "Plaintiffs" or "Petitioners" as the context requires or permits), and file this Petition to Quiet Title (the "Petition" or the "Complaint") against Defendant John Richards (referred to herein as "Defendant Richards"), Defendant Chattahoochee River Club Homeowners Association, Inc. (referred to herein as "Defendant CRC"), and Defendants John and Jane Does (referred to herein as "Defendants John and Jane Does"), and show this Court as follows:

1.

Plaintiffs Bose and Mommies are owners of certain real property at issue in this case (referred to herein as the

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"Property") having an address of 3450 Bentwood Drive in Forsyth County, Georgia (referred to herein as the "County") and FHP is the holder of a first priority security interest in the Property.

2.

Defendant Richards is a resident of the County and may be served at 3530 River Club Drive, Cumming, Georgia 30041. He is subject to the jurisdiction and venue of this Court and is liable for the claims in this Complaint.

3.

Defendant CRC is an association incorporated under the laws of the State of Georgia. It may be served by serving its registered agent listed with the Georgia Secretary of State, Access Management Group, 1100 Northmeadow Parkway, Suite 114, Roswell, Georgia 30076. Defendant CRC conducts business in the County, maintains its principal office therein, and is subject to the jurisdiction and venue of this Court.

4.

Defendants John and Jane Does are all members of CRC who own title to houses and lots in the Chattahoochee River Club Subdivision (referred to herein as the "Subdivision"), which was subdivided, developed, and sold by Silver Creek Development, LLC (referred to herein as the "Developer").

5.

The Property is described in the legal description attached as Exhibit "A," which is incorporated herein.

6.

Plaintiffs Bose and Mommies own and operate a horse stables and paddocks at the Property.

7.

The Developer built the paddock and stables on the Property and subdivided approximately 620 lots for the Subdivision. The Developer conveyed the Property to Bentwood Stables, LLC in 2000.

8.

On the same day Bentwood Stables, LLC recorded title, it sold the Property to Linda Allen. Attached hereto as Exhibit "B" is a true and correct copy of the deed from Silver Creek Development, LLC to Bentwood Stables, LLC and a copy of the deed from Bentwood Stables, LLC to Linda Allen.

9.

The Developer recorded a declaration of deed covenants restricting lots in the Subdivision in September 1996. Attached hereto as Exhibit "C" is a true and correct copy of the original declaration.

10.

Michael Gregory Allen acquired the Property by a Deed of Assent from the estate of Linda Allen. Plaintiff Mommies acquired fee simple title to the Property by virtue of a deed from Michael Gregory Allen. Attached hereto as Exhibit "D" is a true and correct copy of the Deed of Assent from the estate of Linda Allen to Michael Gregory Allen and a copy of the deed from Michael Gregory Allen to Plaintiff Mommies. Plaintiff Bose acquired a five percent (5%) ownership interest in the Property by quitclaim deed from Mommies Properties, LLC. Attached hereto as Exhibit "E" is a true and correct copy of the deed from Mommies Properties, LLC to Vinay Bose. Plaintiff FHP owns a security interest in the Property by virtue of certain security documents (the "Security Documents") referenced in a certain Assignment of Loan and Liens dated April 2, 2009, recorded June 22, 2009 at Deed Book 5461, Page 615, Forsyth County, Georgia records.

11.

Plaintiff Mommies granted the Security Documents to FHP's predecessor-in-interest in 2005. Among other things, Plaintiff Mommies must indemnify and defend title for the benefit of FHP.

12.

Long after the Developer divested itself of title to the Property, the Developer recorded covenants granting temporary

easements for, among other things, trails, and also restricting the Property to use as a stables. These covenants were recorded in 2008 by the Developer. Attached hereto as Exhibit "F" is a true and correct copy of the late filed covenants. (Hereinafter these covenants are referred to as the "Covenants Outside the Allen Chain of Title").

13.

The terms of the Covenants Outside the Allen Chain of Title did not affect or bind Plaintiffs or the Property. Plaintiffs did not have actual or constructive knowledge of the covenants. The Covenants Outside the Allen Chain of Title were outside of Plaintiffs', and FHP's, chain of title with Linda Allen. No one searching title in the Grantor index under the Developer's name for the period of ownership -- up to the date title to the Property transferred to Plaintiff Mommies -- could have seen the Covenants Outside the Allen Chain of Title in that they were not recorded in the relevant period of the chain of title.

14.

The Covenants Outside the Allen Chain of Title also contain provisions that expired by their express language in December 2016.

15.

Plaintiffs have repeatedly tried to explain to Defendants that the Covenants Outside the Allen Chain of Title do not bind them or their lender. Plaintiffs sent a letter to Defendants, contacted them, and attempted to attend a special meeting conducted by Defendant CRC. Plaintiffs Bose and Mommies have corresponded with Defendant CRC and its representatives, as have counsel for FHP. These letters were sent to Defendant CRC. Plaintiffs also mass-mailed an explanatory letter to the CRC members, including Defendant Richards and Defendants John and Jane Does, and Plaintiffs included relevant information on a website.

16.

Plaintiffs asked Defendants to sign a quitclaim deed to clear the title of the Covenants Outside the Allen Chain of Title and communicated that if Defendants contended the Covenants Outside the Allen Chain of Title were binding and effective, then Plaintiffs would have no alternative but to seek legal and equitable relief to clear title. Plaintiffs informed Defendants that failure to acknowledge that the Covenants Outside the Allen Chain of Title did not bind Plaintiffs would require Plaintiffs to spend significant attorneys' fees and expenses of litigation, which could require a suit with more than 600 parties and hundreds of attorneys.

17.

In response to Plaintiffs' requests, Defendants CRC and Richards aggressively contended they have rights in the Property and are entitled to supervise and tell Plaintiffs how they may use the Property. Attached hereto as Exhibit "G" is a true and correct copy of a letter from counsel for Defendants stating, among other things, that Plaintiffs must agree to certain conditions before they will voluntarily clear title.

18.

Defendant Richards, a current and/or former officer and director on the board of directors of CRC, has stated he wants Plaintiffs to sell the Property. He stated that the CRC has rights to use the Property. These statements were published, including on message boards and/or Facebook. Defendant Richards further has published statements in the presence of others that he will personally sue Plaintiffs to establish access rights to the Property.

19.

Defendant CRC and/or Defendant Richards instructed one or more of Defendants John and Jane Does not to sign any documents requested by Plaintiffs, including the requested quitclaim deed to clear up the issue of the Covenants Outside the Allen Chain of Title.

20.

Defendant Richards claims rights to use the Property under the Covenants Outside of the Allen Chain of Title and/or refuses to clear title of this document.

21.

Defendant CRC claims rights to use the Property under the Covenants Outside of the Allen Chain of Title and/or refuses to clear title of this document.

22.

Defendants Richards and CRC and Defendants John and Jane Does contend the Covenants Outside the Allen Chain of Title bind Plaintiffs and have advocated and threatened litigation to resolve this dispute with the specific intent to cause Plaintiffs to incur attorneys' fees, expenses of litigation, and costs to quiet title against more than 600 property owners.

23.

One or more of Defendants intentionally published statements that it would be difficult for Plaintiffs to file suit against all of the members of CRC and instructed neighbors not to sign any quitclaim deeds clearing Plaintiffs' title. Exhibit "H" hereto is a true and correct copy of internet message board postings in which statements about Plaintiffs' need to correct title by filing suit and false statements about Plaintiffs and the Property were made.

24.

Defendants CRC and Richards and one or more of the Defendants John and Jane Does have engaged in conduct and harassment of Plaintiffs. Neighbors have gathered outside of the Property, have taken pictures of the Property and people on the Property, have encouraged neighbors to make allegations of illegal conduct against Plaintiffs, and have congratulated themselves with laughter and humor in front of Plaintiffs, and in front of one another on the internet. These Defendants pridefully exhibited exuberance for their harassments and acts of harming Plaintiffs' personal and business reputation.

25.

Defendants CRC and/or one more of the other Defendants have contacted Forsyth County officials and federal and state officials with false allegations that Plaintiffs are committing environmental violations.

26.

Plaintiffs' title is unmarketable as a consequence of the Covenants Outside the Allen Chain of Title, and Defendants' untrue statements and claims.

27.

Plaintiff Mommies Properties, LLC has leased or licensed the Property for use as an equestrian center. Part of the

activities of the equestrian center include trail riding on private trails on adjacent properties.

28.

Plaintiffs accessed the private trails referenced in the prior paragraph along an old woods road ("Old Woods Road"), which is shown on various plats including plats by Rochester & Associations, Ltd. and a survey for the Trust for Public Land, a copy of which is attached hereto as Exhibit "I" and is incorporated herein by reference as if rewritten in its entirety.

29.

Plaintiff Mommies has enjoyed access and has been granted an easement for access and trail riding on Old Woods Road including a portion of this road accessible along Bentwood Drive and the front of the Property at the Bentwood Drive cul de sac. This easement is recorded at Deed Book 8710, Page 363 of the deed records maintained by the Clerk of Superior Court of Forsyth County.

30.

Recently, Defendant CRC constructed a fence section on Old Woods Road. The construction of the section was intentional and blocks Plaintiffs' access to trails and Old Woods Road.

COUNT I - ACTION TO QUIET TITLE

31.

The allegations of Paragraphs 1 through 30 of this Complaint are incorporated herein by reference as if rewritten in their entirety.

32.

This claim is an action to quiet title, an in rem proceeding brought pursuant to O.C.G.A. §§ 23-3-40, et seq., and 23-3-60, et seq., to establish the validity of alleged easements to and alleged access rights across the Property and to remove clouds on the title to the Property all as contained in the Covenants Outside the Allen Chain of Title.

33.

This action concerns title to real property lying and being in Forsyth County, Georgia. Therefore, this Court has jurisdiction over the subject matter of this action and venue is proper in Forsyth County pursuant to O.C.G.A. § 23-3-62(a).

34.

Plaintiffs hold fee simple title and a perfected security interest to the tract of land described above. Therefore, Plaintiffs have standing to bring this action pursuant to O.C.G.A. § 23-3-61.

Petitioners have attached hereto as Exhibit "J" a list of all persons who, upon information and belief as of the time of this Complaint, have or may have or claim any right, title or interest in the Property (referred to herein as the "Possible Jane and John Does"). Said list includes such addresses for service as Plaintiffs have been able to determine as of the date of the filing of this action. To the extent that, for lack of proper or current service address for any respondent or otherwise, Plaintiffs cannot effect personal service on the Possible Jane and John Does, said respondents should and must be served by publication of notice of service. At this time, Plaintiffs have not included the Possible Jane and John Does as parties in that the list of CRC members is not definite and is known only to CRC. Plaintiffs have made efforts to educate the owners in CRC by sending the mass-mailing, posting the website and requesting that their District 5 County Commissioner sponsor a town hall meeting where relevant information can be presented to all interested parties, but have received no cooperation from said Commissioner or Defendant CRC. Plaintiffs plan to send a final mass-mailing to all of the Possible Jane and John Does informing them of the filing of this Action and giving them a last opportunity to remove any cloud to the title to the Property caused by their respective ownership interests and

their failure or refusal to relinquish any claims to the Property.

36.

There may be others whose identity are unknown and who have or claim some right, title or interest in the Property. Defendant CRC has information regarding its members and lot owners needed to identify all parties. To the extent that those unknown parties may claim any such interest in the Property, those parties are necessary parties to this action and, as contemplated by O.C.G.A. § 23-3-65, those unknown respondents must be served by publication.

37.

Upon final identification and addition of the parties asserting an interest in the Property, Plaintiffs will contemporaneously file with the Clerk of Court notices for record in the lis pendens docket pursuant to O.C.G.A. §§ 44-14-610, et seq.

38.

Pursuant to O.C.G.A. § 23-3-63, Plaintiffs move the Court to submit this matter to a special master who shall be a person who is authorized to practice law in this state and is a resident of this judicial circuit.

39.

Plaintiffs seek to quiet title to the Property and, thereby, a determination regarding the status of the Property, if any.

COUNT II - DECLARATORY JUDGMENT

40.

In addition to or in alternative to the previously requested relief, the allegations of Paragraphs 1 through 39 of this Complaint are incorporated herein by reference as if rewritten in their entirety.

41.

Plaintiffs contend first that the subject documents clearly do not bind the owners of the Property and that Plaintiffs are entitled to quiet title under the prior count. However, in the event it is determined that the issues of rights in the Property are not clear and palpable under the law, then, and in such event, and as an alternative theory of relief, pursuant to O.C.G.A. §§ 9-4-1, et seq., Plaintiffs seek a declaration regarding title to the Property and a determination regarding Defendants' rights in the Property.

42.

In the event the invalidity of the Covenant Outside of the Allen Chain of Title is not clear as a matter of law under the facts adduced in evidence, then in the alternative, the disputes

and differing opinions regarding title to and access rights across the Property as described above have created uncertainty.

43.

In the event the invalidity of the Covenant Outside of the Allen Chain of Title is not clear as a matter of law under the facts adduced in evidence, then in the alternative, a declaratory judgment or decree on these issues would eliminate the uncertainty and controversy giving rise to this action.

44.

Plaintiffs have an interest in the aforementioned declaration, and the ends of justice require that the declaration be made as prayed including an injunction against Defendants' acts of clouding title and an Order to the Clerk of the Superior Court to remove all documents in the deed records creating the cloud, and/or an Order establishing the invalidity of said documents.

COUNT III - DEFAMATION OF TITLE

45.

The allegations of Paragraphs 1 through 44 of this Complaint are incorporated herein by reference as if rewritten in their entirety.

46.

Defendants have published statements claiming the deed covenants filed in the Forsyth County Courthouse grant them

rights to use the Property and to restrict the Property to a stables use.

47.

Defendants have published statements claiming the Covenants Outside the Allen Chain of Title grant Defendants rights in the Property.

48.

Defendants have maintained the continuing validity of the Covenants Outside the Allen Chain of Title in the deed record.

49.

Defendants have acted with actual or implied malice in making their statements about the Property with the intent to cause Plaintiffs harm and injury. Defendants have no privilege to make their statements about Plaintiffs' Property.

50.

Plaintiffs have suffered special damages from the statements of Defendants including continuing costs to hold the Property, costs to create and post signs on the Property, and other costs. Plaintiffs are entitled to damages in an amount to be proven at trial.

COUNT IV - DEFAMATION OF PERSONS

51.

The allegations of Paragraphs 1 through 50 of this Complaint are incorporated herein by reference as if rewritten in their entirety.

52.

Defendants CRC and Richards and one or more of Defendants John and Jane Does have falsely stated on the internet and/or through oral and other publications that Plaintiffs have violated federal, state, and local laws regarding the use of the Property, that Plaintiffs are conducting an illegal "yoga" business on the Property in violation of ordinances, that Plaintiffs have altered streams on the Property and have intruded upon wetlands, that Plaintiffs have violated state as well as local stream buffer regulations, that Plaintiffs violated the Georgia Metropolitan River Protection Act by attempting to grow grass on paddocks, that Plaintiffs have altered stream courses, that Plaintiffs are interfering with, and in effect trespassing on, alleged easements and trails, and alleged rights of the CRC members, that Plaintiffs' have violated the alleged rights of CRC members to use Plaintiffs' Property for trails, and that Plaintiffs are otherwise acting illegally or in violation of laws.

53.

Statements referenced in the prior paragraph were factual in nature and not an opinion. The statements were false at the time they were made and impugned the personal and business reputation of Plaintiffs.

54.

Plaintiffs are private persons conducting a private business that is not affiliated with Defendant CRC, Defendant Richards, or one or more of Defendants John or Jane Does. A true and correct copy of a published statement by Defendant CRC stating that the Property is owned by private persons and is not affiliated with CRC is attached as Exhibit "K" hereto, and is incorporated herein by reference as if rewritten in its entirety.

55.

Plaintiffs are not limited purpose public figures.
Plaintiffs are not public purpose public figures.

56.

The Property is not an amenity of the Subdivision.

57.

The statements at issue herein were made outside of any noticed public hearing such as zoning hearings or noticed public meetings. Defendants had no right or privilege to publish false

statements about Plaintiffs on the internet, generally outside of public meetings, or to the members of Defendant CRC.

58.

Defendants CRC and Richards and one or more of Defendants John or Jane Does acted with actual or implied malice in publishing statements about Plaintiffs. These Defendants' intent was to, among other things, force Plaintiffs to sell the Property so that CRC could require the Property to become an amenity for the Subdivision. Attached hereto as Exhibit "L" is a true and correct copy of a publication by Richards to members of the CRC and the public.

59.

Plaintiffs have suffered injury to their business and reputation and are entitled to special damages and general damages in an amount to be proven at trial due to the slander and libel of one or more of Defendants. Among other things, Plaintiffs have lost business due to closures, have lost value in the Property, have been unable to maintain the paddocks and stables, and have been required to leave utility trenches open and unfilled.

COUNT V - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

60.

The allegations of Paragraphs 1 through 59 of this Complaint are incorporated herein by reference as if rewritten in their entirety.

61.

Defendants CRC and/or Defendant Richards, and/or one or more of the other Defendants John or Jane Does, made untrue statements to regulatory enforcement officials. One or more Defendants represented that Plaintiffs had filled wetlands and covered a stream. One or more Defendants also represented that Plaintiffs had intruded into stream buffers, and/or that Plaintiffs had committed other crimes and felonies under federal, state, and local laws and ordinances. Such allegations were without basis in law or fact.

62.

Defendants CRC and Richards and/or one or more of the Defendants John and Jane Does have at one or more times gathered at the gates on the Property, have stated to Plaintiffs, and to one another, that enforcement officials were "coming after" Plaintiffs, have laughed and congratulated themselves with the harm to Plaintiffs, have taken pictures of the Property and persons on the Property where children ride horses, have threatened retribution against Plaintiffs in the form of

lawsuits and law enforcement, have encouraged other members of the public to disrupt Plaintiffs' business and ownership, have published statements that Plaintiffs concealed material facts about the Property, have demanded that Plaintiffs open the gates to the horse stable Property that are required for security of the horses, have prevented Plaintiffs from attending a CRC member meeting regarding the stables so that Plaintiffs could explain their intent for the stables operation and need to quiet title, have published statements that Plaintiffs concealed material facts about the title to the Property, and have engaged in other conduct intended to harass Plaintiffs. These statements and conduct were for the collective enjoyment of one or more of Defendants. Also, one or more Defendants intend to cause Plaintiffs to sell the Property so that CRC can control its use.

63.

The reports of criminal conduct to the Georgia Environmental Protection Division (the "EPD") led to an enforcement inspection by the EPD attended by Plaintiffs at the Property. The EPD found no violations of stream buffers and refused to take any action. Attached hereto as Exhibit "M" is a true and correct copy of a letter from EPD Environmental Specialist Caroline Dalis.

64.

The reports of criminal intrusion into wetlands made by these Defendants to the United States Army Corps of Engineers (the "Corps") led to an investigation of Plaintiffs under federal law. Attached hereto as Exhibit "N" is a true and correct copy of a letter from the Corps to Plaintiffs. There are no wetlands on the Property in the area under investigation by the Corps. Plaintiffs have not altered or diverted any streams. The land disturbance on the Property in October 2018 was performed by the Corps, which uses the Property to access its warning horn on the Chattahoochee River.

65.

Any piping of a stream in the Property has been for stream crossings by the Corps and the owner of an adjacent tract that owns an easement across the Property. This adjacent dominant estate is owned by the Trust for Public Land, which intends to sell that tract to the National Parks Service. The limited stream crossings for roads on the Property are for the use of the federal government and the Trust for Public Land.

66.

The allegations made by one or more of Defendants to state and federal officials were made in order to coerce and harass Plaintiffs by causing fear of fines or incarceration.

67.

One or more of Defendants' initiation of federal and state enforcement actions against Plaintiffs, and other conduct, have caused Plaintiffs injury and harm, including emotional distress to Plaintiff Bose, who has been required to defend multiple investigations that were commenced without basis in law or fact.

68.

Plaintiffs have incurred special damages due to the conduct of one or more Defendants. Plaintiffs have incurred the cost of hiring a wetlands consultant and professional engineer, have incurred the cost of placing signs on the Property, and have spent time and costs for continued travel to the Subdivision that would not have been normally incurred, among other things. Plaintiffs also have general damages.

69.

These Defendants' making of unwarranted allegations against a neighbor were and are with malice and intent, and with reckless disregard for the rights of Plaintiffs, and were extreme and outrageous, and were beyond the bounds of decent behavior in a civilized society.

70.

Harassing a neighbor for the purpose of invoking criminal investigations constitutes intentional infliction of emotional

distress. Turnage v. Kasper, 307 Ga. App. 172, 183, 704 S.E.2d 842, 853 (2010).

COUNT VI - INTERERENCE WITH EASEMENT

71.

The allegations of Paragraphs 1 through 70 of this Complaint are incorporated herein by reference as if rewritten in their entirety.

72.

Defendant CRC and/or other Defendants blocked Old Woods Road.

73.

The blockage of Old Woods Road interferes with Plaintiffs' rights to use the path for access.

74.

One or more of the Defendants are liable to Plaintiffs for interference with their rights of access including their rights to use Old Woods Road, and/or their rights in their easements. In addition, one or more of the Defendants are liable for trespass. Plaintiffs are entitled to damages in an amount to be proven at trial.

75.

Plaintiffs are entitled to a temporary and permanent injunction against the Defendants who participated in blocking Old Woods Road restricting blockage of the road.

COUNT VII - ATTORNEYS' FEES

76.

The allegations of Paragraphs 1 through 75 of this Complaint are incorporated herein by reference as if rewritten in their entirety.

77.

Pursuant to O.C.G.A. § 9-4-9, Plaintiffs seek to recover their costs in such manner as the Court determines is equitable and just.

78.

Defendants have been stubbornly litigious, have acted in bad faith, and have put Plaintiffs to unnecessary trouble and expense.

79.

Therefore, Plaintiffs are entitled to an award of their attorneys' fees and litigation expenses against Defendants pursuant to O.C.G.A. § 13-6-11 with respect to each and every one of the Counts set forth herein.

Wherefore, having fully stated their Complaint, Plaintiffs respectfully pray as follows:

- a) That process issue and be served as required by law;
- b) That the Court submit this matter to a special master as contemplated by O.C.G.A. § 23-3-63;

c) For an order quieting title to the Property as described above, against all the world;

d) In addition to or in alternative, for a declaration regarding the status of Plaintiffs' title to the Property and for Defendants' rights in the Property;

e) For an amount of damages as provided by law;

f) For a temporary and permanent injunction against Defendants;

g) For an award of fees and expenses of litigation against Defendants pursuant to O.C.G.A. § 13-6-11; and

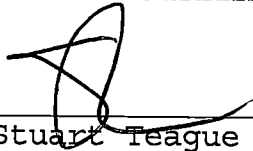
h) For such other and further relief as this Court deems appropriate under the circumstances.

This 24th day of October, 2018.

Respectfully submitted,

TEAGUE & CHAMBLESS, LLLP

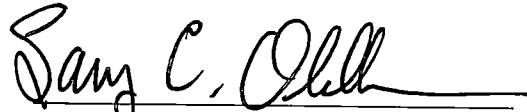
By:


Stuart Teague
Georgia Bar No. 453114
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Mommies Properties, LLC

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770-452-3661 Facsimile

LARRY C. OLDHAM, P.C.

By:



Larry C. Oldham

Georgia Bar No. 551455

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416 Pirkle Ferry Road
Suite K-500
Cumming, Georgia 30040
770-889-8557

{signatures continued on next page}

Vinay Bose

By:

Vinay Bose, pro se

3001 Wembley Ridge
Atlanta, Georgia 30340
770-480-1111

STATE OF GEORGIA

COUNTY OF FORSYTH


VERIFICATION

Now appeared before me, an officer authorized by law to administer oaths, Vinay Bose, who after being duly sworn on oath, stated that the facts contained in the foregoing document are true and accurate.



Vinay Bose

Sworn to and subscribed
before me, this 24th day
of October, 2018.



NOTARY PUBLIC

My commission expires on:
August 16, 2019

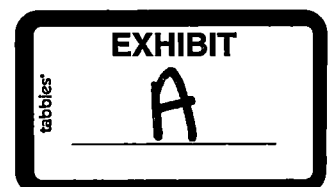


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 55, 56, 63 and 64 of the 14th District, and Land Lot 649 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

To find the true point of beginning, begin at the intersection of the Land Lot line common to Land Lots 54, 55, 64 and 65 thence run South 89 degrees 01 minutes 00 seconds East a distance of 313.65 feet to an iron pin found and the TRUE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THUS ESTABLISHED run thence South 60 degrees 41 minutes 38 seconds East a distance of 40.00 feet to an iron pin found (1" c/t); running thence South 80 degrees 49 minutes 02 seconds West a distance of 100.04 feet to an iron pin found; running thence South 60 degrees 41 minutes 38 seconds East a distance of 519.74 feet to an iron pin found (½" rebar); running thence South 26 degrees 32 minutes 59 seconds West a distance of 1362.12 feet to an iron pin found (1" c/t); running thence North 37 degrees 27 minutes 09 seconds West a distance of 85.38 feet to a steel rail found; running thence North 63 degrees 00 minutes 44 seconds West a distance of 116.88 feet to an iron pin found (1" c/t); running thence North 69 degrees 50 minutes 26 seconds West a distance of 100.05 feet; running thence North 66 degrees 12 minutes 30 seconds West a distance of 100.69 feet to an iron pin found; running thence North 18 degrees 27 minutes 18 seconds East a distance of 85.54 feet to an iron pin found (½" iron bar); running thence South 78 degrees 04 minutes 11 seconds West a distance of 41.81 feet to an iron pin found; running thence North 10 degrees 05 minutes 28 seconds West a distance of 169.81 feet to a 18" CMP; running thence along the Southeasterly right of way of Bentwood Drive (50' right of way) the arc of a curve having a radius of 50.00 feet, said arc being subtended by a chord having a bearing of North 10 degrees 37 minutes 56 seconds East, having a chord length of 89.90 feet and an arc distance of 111.76 feet to an iron pin found; running thence North 32 degrees 21 minutes 55 seconds East a distance of 203.79 feet to an iron pin found; running thence North 81 degrees 10 minutes 25 seconds East a distance of 249.66 feet to an iron pin found; running thence North 17 degrees 43 minutes 38 seconds West a distance of 393.25 feet to an iron pin found; running thence North 48 degrees 13 minutes 39 seconds East a distance of 72.87 feet to an iron pin found; running thence North 16 degrees 52 minutes 44 seconds East a distance of 34.14 feet to an iron pin found; running thence North 74 degrees 36 minutes 45 seconds East a distance of 141.59 feet to an iron pin found; running thence North 37 degrees 08 minutes 50 seconds East a distance of 114.04 feet to an iron pin found; running thence North 29 degrees 45 minutes 10 seconds East a distance of 140.53 feet to an iron pin found and the TRUE POINT OF BEGINNING; being 18.409 acres, zoned A-1, ZA#1968, all as shown on that certain compiled map dated November 30, 2000, prepared for Silver Creek Development, LLC Equestrian Tract, by Rochester & Associates, Inc.

HA



BK 1815 PG 0503

Return Recorded Document to:
Morris, Manning, & Martin, LLP
Attorneys at Law
5775B Peachtree Dunwoody Road
Suite 150
Atlanta, Georgia 30342
File #33649

FORSYTH COUNTY, GEORGIA

Filed Dec 29 2000 @ 10:20 AM

Recorded 1-2-2001

Douglas Samuels

Clerk Superior Court

Forsyth County, Georgia
Real Estate Transfer Tax

Paid 1.00

Date 12-29-2000

Douglas Samuels
Clerk of the Superior Court

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FULTON

This Indenture made this 21st day of December, 2000, between SILVER CREEK DEVELOPMENT, L.L.C., of the County of Forsyth, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and BENTWOOD STABLES, LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 55, 56, 63 and 64 of the 14th District and Land Lot 649 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described on Exhibit "A" which is incorporated herein by reference.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Silver Creek Development, L.L.C.

Witness

By: [Signature] (Seal)

Notary Public

(Seal)

(Seal)

(Seal)



EXHIBIT

B

tabbles

DK 1815 49 004
DK 1815 49 004

EXHIBIT "A"

(Bentwood Stables Equestrian Center - Tract I)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 55, 56, 63, AND 64 OF THE 14TH DISTRICT, AND LAND LOT 649 OF THE 2ND DISTRICT, 1ST SECTION, FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE LAND LOT LINE COMMON TO LAND LOTS 54, 55, 64, AND 65 THENCE RUN SOUTH 89°01'00" EAST A DISTANCE OF 313.65 FEET TO AN IRON PIN FOUND AND THE TRUE POINT OF BEGINNING; RUNNING THENCE SOUTH 60°41'38" EAST A DISTANCE OF 40.00 FEET TO AN IRON FOUND (1" C/T); RUNNING THENCE NORTH SOUTH 80°49'02" WEST A DISTANCE OF 100.04 FEET TO AN IRON PIN FOUND; RUNNING THENCE SOUTH 60°41'38" EAST A DISTANCE OF 519.74 FEET TO AN IRON PIN FOUND (½" REBAR); RUNNING THENCE SOUTH 26°32'59" WEST A DISTANCE OF 1362.12 FEET TO AN IRON PIN FOUND (1" C/T); RUNNING THENCE NORTH 37°27'08" WEST A DISTANCE OF 85.38 FEET TO A STEEL RAIL FOUND; RUNNING THENCE NORTH 63°00'44" WEST A DISTANCE OF 116.88 FEET TO AN IRON PIN FOUND (1" C/T); RUNNING THENCE NORTH 69°50'26" WEST A DISTANCE OF 100.05 FEET; RUNNING THENCE NORTH 66°12'30" WEST A DISTANCE OF 100.69 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 18°27'18" EAST A DISTANCE OF 85.54 FEET TO AN IRON PIN FOUND (½" IRON BAR); RUNNING THENCE SOUTH 78°04'11" WEST A DISTANCE OF 41.81 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 10°05'28" WEST A DISTANCE OF 169.81 FEET TO A 18" CMP; RUNNING THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF BENTWOOD DRIVE (50' RIGHT-OF-WAY) THE ARC OF A CURVE HAVING A RADIUS OF 50.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 10°37'56" EAST, HAVING A CHORD LENGTH OF 89.90 FEET AND AN ARC DISTANCE OF 111.76 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 32°21'55" EAST A DISTANCE OF 203.79 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 81°10'25" EAST A DISTANCE OF 249.66 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 17°43'38" WEST A DISTANCE OF 393.25 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 48°13'39" EAST A DISTANCE OF 72.87 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 16°52'44" EAST A DISTANCE OF 34.14 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 74°36'45" EAST A DISTANCE OF 141.59 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 37°08'50" EAST A DISTANCE OF 114.04 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 29°45'10" EAST A DISTANCE OF 140.53 FEET TO AN IRON PIN FOUND AND THE TRUE POINT OF BEGINNING; BEING 18.409 ACRES, ZONED A-1, ZA#1968, ALL AS SHOWN ON THAT CERTAIN COMPILED MAP DATED 11/30/00, PREPARED FOR SILVER CREEK DEVELOPMENT, L.L.C. EQUESTRIAN TRACT, BY ROCHESTER & ASSOCIATES, INC..

BK 1815PG0505

Return Recorded Document to:
Morris, Manning, & Martin, LLP
Attorneys at Law Pd
5775B Peachtree Dunwoody Road
Suite 150
Atlanta, Georgia 30342
File #33649

FORSYTH COUNTY, GEORGIA
Filed Dec 29 2000 @ 10:20 AM
Recorded 1-2-2001
Douglas Larnell
Clerk Superior Court SP

Forsyth County, Georgia
Real Estate Transfer Tax

Paid 375.00

Date 12-29-2000

Douglas Larnell
Clerk of the Superior Court

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FULTON

This Indenture made this **21st** day of **December, 2000**, between **Bentwood Stables, LLC**, of the County of Forsyth, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Linda Allen**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 55, 56, 63 and 64 of the 14th District and Land Lot 649 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described on Exhibit "A" which is incorporated herein by reference.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

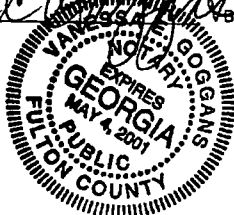
Signed, sealed and delivered in the presence of:

Bentwood Stables, LLC

[Signature]
Witness

By: *[Signature]*

[Signature]
Notary Public



(Corporate Seal)

BK 1815PG0506

EXHIBIT "A"

(Bentwood Stables Equestrian Center - Tract I)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 55, 56, 63, AND 64 OF THE 14TH DISTRICT, AND LAND LOT 649 OF THE 2ND DISTRICT, 1ST SECTION, FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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1232
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Forsyth County
Clerks Office Superior Court
Filed for record on the 19th
day of September 1996
at 2:12 o'clock P.M. Recorded
in Book 1024 Page 675
23 day of Sept 1996
(Rec'd by Machine), Clerk

After recording, return to:
Jeffrey A. Hurley
Attorney at Law
Suite 150
920 Holcomb Bridge Road
Roswell, GA 30076-1974

648

see
at amended
32. 1068
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pg

(This area reserved for recording data)

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHATTAHOOCHEE RIVER CLUB

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THIS DECLARATION made this 13th day of September, 1996, by Silver Creek Development LLC (hereinafter called "the Developer");

WITNESSETH

WHEREAS, the Developer is the owner of certain real property located in Land Lots 54 and 55, of the 14th District, and Land Lots 648 and 649 of the 2nd District, 1st Section Forsyth County, Georgia, described in Exhibit "A" attached hereto, and desires to create thereon a planned community.

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in said community and to this end desires to subject the real property described and referenced herein to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient operation of, the preservation of the values in and the enhancement of quality of life in, said community to create an agency: which may own certain real property, easements and rights of way; that may acquire and hold certain rights, and to assume and perform certain obligations, of the Developer in regard to the National Park Service, The U.S. Department of the Interior, the United States of America and other parties regarding a system of trails for the purposes of equestrian activities, hiking and other uses and activities, together with the rights, privileges and benefits appertaining thereto and to which agency may be delegated and assigned the powers of maintaining and administering the same, together with certain agreements related thereto; to administer and enforce these covenants, conditions and restrictions; to collect and disburse the assessments and charges hereinafter provided for; to operate, maintain, insure and preserve certain land amenities and recreational facilities of the community and; to promote the health, safety and welfare of the residents of the community; and

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EXHIBIT

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WHEREAS, The Chattahoochee River Club Homeowner's Association, Inc., has been or will be incorporated under the laws of the State of Georgia as a non-profit corporation for the purpose of exercising the functions aforesaid agency;

NOW, THEREFORE, the Developer hereby declares that all of the property shown and depicted on that certain plat dated June 26, 1996 entitled Final Subdivision Plat for Chattahoochee River Club being Phase 1A, prepared by James C. Jones, Georgia Registered Land Surveyor No. 2298, recorded in Plat Book 47, Page 79, et. seq. on August 5, 1996, of the Land Records of Forsyth County as revised and corrected by that certain Survey for Brentwood Close Subdivision dated August 2, 1996 prepared by James C. Jones, Georgia Registered Land Surveyor No. 2298, and Recorded in Plat Book 47, Page 78 Forsyth County Records on August 5, 1996, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the real property and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, successors-in-title and assigns, and shall insure to the benefit of each owner thereof as set forth herein.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Chattahoochee River Club Homeowner's Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 2. "Common Property" shall mean all such real and personal property owned, leased, or utilized under any agreement for the use and benefit of all owners, which may include real property, easements, or rights of way and all structures and amenities constructed or installed thereon, hereafter conveyed or transferred by the Developer to the Association and shall also include all areas designated as common area or common property on the Plat or Plats showing and depicting all real property subjected to this Declaration. Any conveyance or transfer of record title to property to the Association intended to be Common Property shall occur no later than the closing of the sale of the first Lot and improvements thereon to any person or entity intending to occupy the same for residential purposes in any phase of the Development or ninety (90) days following the final completion of improvements on the property to be conveyed.

Section 3. "Easements" shall mean all easements in favor of the Association, other Owners, or the Developer, and burdening any of the Lots or for the benefit of all owners as to Common Property. Any easement which exists for the common benefit and enjoyment of all Owners in or over any Lot shall be conveyed to the Association no later than the termination of administration of the Association by the Developer as provided for in of this Declaration and the By-laws of the Association.

Section 4. "Developer" shall mean and refer to Silver Creek Development LLC.
"Developer" shall also include (1) any lender who succeeds to the interest of Developer through

foreclosure of any deed to secure debt or conveyance in lieu of foreclosure, (2) any successor, successor-in-title or assign of Developer if Developer delivers to such party or parties a written assignment of Developer's rights under this Declaration, provided, however, that there shall be only one Developer at any given time who can exercise the rights, privileges and benefits of the Developer as defined herein.

Section 5. "First Mortgage Holder" or "First Mortgagee" shall mean the holder of any first priority mortgage or deed to secure debt on any Lot.

Section 6. "Lot" shall mean any portion of the Property intended for individual ownership and use together with all improvements erected thereon, such as Lots are shown on the Plat filed in any Forsyth County, Georgia, Records or any corrections or revision thereof.

Section 7. "Mortgage" shall refer to any mortgage, deed to secure debt, deed of trust or other transfer or conveyance of any interest in any Lot for the purpose of securing the performance of an obligation, including but not limited to a transfer or conveyance for such purpose of fee title.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Plat" or "Plats" shall refer to and mean: that certain Plat dated June 26, 1996 entitled Final Subdivision Plat for Chattahoochee River Club being Phase 1A, prepared by James C. Jones, Georgia Registered Land Surveyor No. 2298, recorded in Plat Book 47, Page 79, et. seq. on August 5, 1996, of the Land Records of Forsyth County as revised and corrected by that certain Survey for Brentwood Close Subdivision dated August 2, 1996 prepared by James C. Jones, Georgia Registered Land Surveyor No. 2298, and Recorded in Plat Book 47, Page 78 Forsyth County Records, together with any corrections, amendments, supplements and revisions thereof which may be recorded in the aforesaid Records.

Section 10. "Property" shall mean and refer to that certain real property described or depicted by the aforesaid Plat or Plats attached hereto and made a part hereof by this reference, together with any other real property made subject to this Declaration as provided herein.

Section 11. "Trail System Agreements" shall refer to and mean all agreements, contracts, memorandums, and understandings which may exist now or in the future with the National Park Service, the U.S. Department of the Interior, the U. S. Army Corps of Engineers, the United States of America or the State of Georgia or other agency or entity concerning, relating to or connected with the construction, maintenance or use of any system of trails for horseback riding or other uses within the Chattahoochee River National Recreation Area or located on property of the Developer, (or any related entity), or on Common Property, together with all ancillary or peripheral agreements, contracts or understandings, to which the Association may become party by reason of being a contracting party, assignee, or transferee, or as to which the Association assumes or acquires by any

means any right, interest, benefit or obligation or duty thereunder, which term and definition shall include, but shall not be limited to, that "Agreement for Real Property, Restrictive Covenants and Easements" among Hedgewood Properties, Inc.; Silver Creek Development LLC, and the United States of America, including all exhibits and attachments thereto, together with that certain, including the "Memorandum of Agreement Between the Chattahoochee River National Recreation Area and Silver Creek Development LLC".

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property shown or depicted in the Plat or Plats, and by reference thereto is made a part hereof.

Section 2. Other Property. Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declaration, Developer and the Association shall have the right, but not the obligation, to subject other real property to this Declaration as hereinafter provided.

ARTICLE III

EASEMENTS

Section 1. Easements for Utilities. There is hereby granted a blanket easement upon, across, through and under the Property or any portion thereof for replacement, repair, and maintenance of all utilities, including without limitation, water, sewer, gas, telephone, television cable, and electricity. By virtue of these easements, it is expressly permissible for the providing utility or service company to install and maintain facilities and conduits on, across, through and under said Lots, or any portions thereof, for the purposes stated. These easements shall in no way affect any other recorded easements on the Property and shall be solely for the repair, service, or replacement of existing utility services. After such repair, service or replacement, the Lots shall be restored to the condition existing prior to the entry at the expense of the party exercising such right of entry.

Section 2. Easement for Maintenance by the Association. There is hereby granted to the Association and its designated representatives and easement for access to each Lot for the purpose of exercising the maintenance responsibilities of the Association as to any property of the Association, any separate easement or pursuant to any contractual duties of the Association.

Section 3. Special Easements. The following special easements are granted to the Association and the Developer:

(a) There is hereby granted to the Association and the Developer and their designated representatives a permanent easement, in every Lot, for the purpose of installation, maintenance, replacement or removal of the entrance structures, signage, and landscaping as originally installed or subsequently installed, modified or replaced by the Association or the Developer.

(b) There is hereby granted to the Association and the Developer and their designated representatives a permanent easement for the purpose of establishing and maintaining all detention ponds, lakes and dams, drainage, swales and ancillary structures, as may be shown on said Plat or be constructed on the property.

There may be additional easements granted or assigned to Association or the Developer by separate document or as shown or depicted on the Plat or Plats.

Section 4. Developer's Retained Easements for Construction and Sales Activities. In connection with the development of the property, Developer hereby reserves for itself, its successors and assigns, easements for the installation and maintenance of roads, water, sanitary sewer and storm drainage lines and electric and telephone lines. In utilizing such easements, Developer may cut any trees, bushes or shrubbery or make any soil gradings or excavations necessary to install such roads, water, sanitary sewer or storm drainage lines or such electrical and telephone lines, provided Developer restores the affected area to a condition as near as practical to its original condition. Developer further, for itself, its successors and assigns, reserves the right and easement to close or place obstructions within the Property and to place building materials, construction equipment and construction and sales offices and trailers temporarily on the Property in connection with the development and marketing of the Property; provided, however, that such construction and sales activities shall not be allowed to cut off all access to any Lot not then owned by Developer, except as may be necessary during normal working hours for the installation, repair or maintenance of any utilities or parking, driveway or road facilities. Developer shall also have an easement to place and maintain signs on the Property in connection with the development and marketing of the Property. Developer also reserves, for itself, its successors and assigns, an easement for pedestrian and vehicular ingress and egress across any and all streets and roads which now or hereafter exist upon the Property for purposes of construction, maintenance or repair of Lots located thereon and for such other reasonable purposes as Developer may determine from time to time, and this easement shall not be limited to any period of development of the Property. The easements provided in this Section 4 may not be amended or terminated without the consent of the Developer. Developer and any builder may use residences, offices, or other buildings owned or leased by Developer or builder as model residences and sales offices and may also use recreational facilities available for use by the community, or Common Property without charge.

Section 5. Easement for Ingress and Egress. Developer hereby grants and reserves in favor of the Property reciprocal, permanent, non-exclusive easements for vehicular and pedestrian ingress and egress over the Property. Developer and each Lot owner shall have a permanent, non-exclusive easement over roads, streets and rights of way within the Property shown on the Plat, which

easement shall not be impaired or extinguished by any conveyance, dedication or transfer of the roads, streets or rights of way. Said easements shall be appurtenant to the title to the Property and shall inure to the benefit of any owner of all or any portion of the Property, or any Lot, as the case may be.

Section 6. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have the right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his Lot, subject to the following provisions:

(i) The right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

(ii) The right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the community, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-laws, or rules and regulations;

(iii) The right of the Association as may be further set forth or limited herein to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of such loan a mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Developer, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Developer or Lot Owner encumbering any Lot or other Property located within the community (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Developer, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Developer or any Lot Owner encumbering any Lot or other Property located within the community.); and

(iv) The rights of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Association members (as

defined by the By-laws of the Association) voting in person, or represented by proxy, at a meeting duly called for such purpose, and by the Developer (so long as the Developer has an option unilaterally to subject additional property to this Declaration as provided herein).

(v) Rights of any party under and in the Trail System Agreements.

(b) Notwithstanding any other provision in this Section 5 to the contrary, no owner of any Lot shall have the right to obtain access to any Common Property or have any easement or right of way for the purposes of access to and use of any Common Property over, through or across any Lot, except such easements as may be depicted, shown or established by any Plat or Plats, or by any separate agreement, conveyance, or deed.

(c) Notwithstanding anything to the contrary contained in this Article III, any right of access to or use by any Lot Owner of any Common Property shall be subject to such reasonable rules and regulations as established and enacted by the Association which may limit the time, place and manner of said use. In order to preserve and maintain scenic beauty, the harmony of the landscape and the integrity of the topography and the environment, the Association shall have the right by rule or regulation to restrict or prohibit altogether the use of certain areas of the Common Property by Lot Owners, including but not limited to the lakes, ponds, or streams or as may be necessary to comply with the Trail System Agreement.

(d) Any Lot Owner may delegate his right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his family, tenants of his Lot and guests subject to the rules and regulations of the Association, and shall be deemed to have made delegation of all such rights to the occupants of such Owner's Lot, if said Lot is leased.

ARTICLE IV

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Restriction of Use. Lots may be used only for those purposes permitted under applicable zoning ordinances and consistent with this Declaration and any rules and regulations enacted by the Association. Subject to the maintenance responsibilities of the Association, each Owner shall maintain such Owner's Lot in a neat and clean condition and good state of repair.

Section 2. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer or otherwise without the prior written approval in recordable form of the Association. The transfer of an undivided fractional interest in a Lot shall not be a transfer requiring Association approval.

Section 3. Prohibition of Damage and Certain Activity. Without the prior written consent of the Association, nothing shall be done or kept on the Property of any part thereof which would increase the rate of the insurance on the Property or any Lot or part thereof. Nothing shall be done

or kept on the Property, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. Noxious, destructive or offensive activity shall not be carried on the Property. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort or annoyance to other Owners. No Owner shall do any work which, in the reasonable opinion of the Association Board of Directors or its designee, would jeopardize the soundness or safety of the Property or any structure created thereon, would reduce the value of thereof, or would impair any easement or hereditament thereto, without in every such case the prior written consent of the Board of Directors of the Association. No damage to or waste the exterior of any building constructed upon any Lot shall be permitted by any Owner or member of his family or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by him, members of his family or his invitees.

Section 4. Fences. (a) No fence, hedge, shrub planting, wall or other dividing instrumentality shall be constructed or maintained on any Lot except as Developer may construct or maintain such dividing instrumentality in accordance with its architectural plans or except as approved by the Association in writing. In addition, no chain link fence shall be erected on any part of the property without obtaining permission from the Architectural Control Committee, which permission may be withheld. No such dividing instrumentality shall be placed or permitted to remain in any location which obstructs sight lines at elevations between 2 and 6 feet above the roadway at any street intersection or at the intersection of any driveway with any street.

Section 5. Recreational Equipment. Recreational, sports and playground equipment shall not be placed on the front or side yard of any Lot without the prior written consent of the Association.

Section 6. Leases. A Lot Owner may lease his Lot, but only in strict compliance with this paragraph. This paragraph shall not apply, except for the requirement of compliance with applicable zoning ordinances, to any individual Lot until said Lot is first conveyed to an Owner by Developer, nor to any Lot owned by a former first mortgagee or secondary purchase money mortgagee in possession of a Lot following default. All leases shall be for only those purposes permitted under applicable zoning ordinances, and shall be subject to the terms and conditions of the Declaration, the Association's Articles of Incorporation and By-Laws, and the rules and regulations of the Association. The rules and regulations adopted by the Board of Directors with respect to leasing may provide for a reasonable limitation on the number of occupants of a Lot. All leases shall be in writing. The Lot Owner shall provide a copy of the written lease to the Association. All leases by a Lot Owner shall be for a term of at least 12 months. No lease shall be of less than the entire Lot. The term "lease" shall include all leases, rental agreements and other agreements for occupancy without regard to whether the agreement or lease provides for any monetary consideration to the Owner.

Section 7. Pets. No animal or bird, other than a reasonable number or generally recognized

house pets, shall be kept or maintained on any portion of the Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be constructed or maintained on the property; provided, however, that an owner may maintain one structure per Lot for the housing of a dog so long as the structure is located on the rear of the Lot and is not visible from the street on which the Lot fronts. Such a structure shall be painted or stained in a color scheme that matches that of the house on the Lot and shall be no larger than a reasonable size as determined by the Association's Board of Directors. No dog runs shall be permitted on any Lot. Pets shall be under leash when walked or exercised on any unfenced area. Upon the written request of any Lot Owner, the Board of Directors of the Association shall conclusively determine whether, in its sole and absolute discretion, for the purposes of this section, a particular animal or bird is generally recognized house pet, is a nuisance, or whether the number of the animals or birds in any Lot is unreasonable; provided, however, that no such determination shall be made by the Board unless the Owner of a bird or animal in question shall have first been given an opportunity to appear before the Board for a hearing after reasonable notice of such hearing.

Section 8. Parking, Motor Vehicles, Trailers, Boats, etc. Owners shall at all times maintain off street parking on their Lot for at least two (2) vehicles. Owner's automobiles shall be parked only in enclosed garages or upon those portions of the property or the Lot designated for such purpose by the Site Plan or by the Board of Directors. The Board of Directors of the Association may prohibit mobile homes, motor homes, truck campers, trucks, trailers of any kind, boats, motorcycles, motorized bicycles, motorized go-carts and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated for any period exceeding 48 consecutive hours upon any portion of the Property other than a Lot Owner's closed garage if, in the opinion of the Board of Directors, such prohibition shall be in the best interests of the planned community. Except for the purposes of pick-up or delivery, no truck exceeding 3/4 ton pickup style shall be permitted on the Property.

Section 9. Signs. Except as may be required for legal proceedings or as provided for elsewhere in this Declaration, no "For Sale" or "For Rent" signs or other signs, advertising, posters or announcements of any kind, including political or election signs or posters, shall be maintained or permitted on any Lot unless prior written approval is obtained from the Association or the Architectural Control Committee or unless said sign conforms to the following standards: A builder in the process of constructing improvements on a Lot or an Owner seeking to sell a Lot may display one sign on the Lot owned, provided it is professionally lettered and measures no more than four (4) square feet. No approval shall be given to any Lot Owner for erecting or maintaining a "For Rent" sign of any kind, except to mortgagees who are Lot Owners as a result of foreclosure proceedings.

Section 10. Mailboxes. A mailbox shall be supplied the builder and approved by the Developer for each Lot on which a house is constructed. No changes or additions shall be made to the original mailbox, or its designs, materials or location, without obtaining prior written approval

of the Association or Architectural Control Committee, pursuant to this Declaration.

Section 11. Residential Use. All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on, in or upon any Lot at any time except with the written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. However, the Board may permit a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-laws, does not create a disturbance and does not unduly increase traffic flow or parking congestion. The Board may issue rules and regulations regarding business activities or uses of Lots by Owners.

Section 12. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the community, except such as is installed by the Developer or a builder approved by the Developer, unless approved in accordance with this Section or as is otherwise expressly permitted herein. Except as to construction by the Developer or any approved builder, no exterior construction, addition, erection, or alteration shall be made until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Control Committee established by the Board. The Board may employ for the Architectural Control Committee architects, engineers, or other persons necessary to enable the Committee to perform its functions. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified persons, which shall have the full authority to act on behalf of the Committee for all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee in an amount to be determined by the Board of Directors.

Section 13. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her property. No property within the community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other conditions that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants surrounding the property. No noxious or offensive activity shall be carried on within the community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed, maintained or placed upon the exterior of any Lot at any time unless required law.

Section 14. Accessory Structure. The term accessory structure, as used herein, shall refer to any attached or detached structure other than a residence placed on a Lot including, without limitation, a playhouse, tool shed, playground, sports or recreational equipment, garage, tennis court or swimming pool. Accessory structures shall conform in exterior design and quality to the residence on the Lot and shall not exceed twenty (20) feet in height. All accessory structures placed on a Lot shall be located between the back of the residence and the rear Lot line. Such accessory structures shall also be located within such side and rear setback lines as may be required herein or by applicable zoning law.

All plans and specifications for any accessory structure to be erected on any Lot must be submitted in writing to and approved by the Architectural Control Committee in accordance with the provisions of these covenants and the addition or construction of any accessory structure shall not be commenced until such plans and specifications have been submitted and approved by the Architectural Control Committee.

Section 15. Drainage and Erosion; Sewer Lines. Catch basins and drainage areas are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves a perpetual easement across all community property for the purpose of altering drainage and water flow. Developer further reserves an easement across or on the community property for the purpose of relocating sewer lines (and related easements) to comply with applicable governmental requirements or as necessary to promote efficient construction of homes (as determined in the sole discretion of Developer). The reserved easement regarding relocation of sewer lines shall terminate upon the date that the acceptance of a particular sewer line for dedication becomes final and unconditional. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of any affected Lot, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage and its sole expense. There is hereby reserved to the Developer and the Association the right to take whatever action either deemed necessary to prevent erosion within the community including, without limitation, planting trees, plants and shrubs and providing drainage ways and dams.

Section 16. Minimum Dwelling Size. Exclusive of garages, carports, porches, terraces, basements, and bulk-storage areas, the enclosed heated living area of all one-story residences shall contain not less than 1600 square feet and all two and two and one-half story residences shall contain not less than 2000 square feet. No residence that exceeds two and one-half stories in height shall be constructed on any Lot unless approved by the Architectural Control Committee.

Section 17. Entry Features, Street Signs and Buffers. Owners shall not alter, remove or add improvements to any entry features, street signs or no-access buffer areas located on any Lot without the prior written consent of the Architectural Control Committee.

Section 18. Construction Near Creeks and Streams. No permanent structures other than

county approved bridges, roads, culverts, detention facilities, septic systems, and utilities shall be constructed or placed within 50 feet of the closest bank of any flowing creeks or streams, nor shall any permanent structure be constructed or placed within 200 feet of the nearest boundary of the State of Georgia's Trout Hatchery Property.

Section 19. Water Supply. No Lot Owner shall drill or install any well or independent water supply serving any Lot.

Section 20. Miscellaneous. No exterior clotheslines shall be permitted. No window air conditioning units shall be installed in any dwelling. Television antennas may be installed only on the rear of any dwelling, provided said antennas do not extend above the ridge line of the residence. No free standing antennas for the sending or receiving of radio or television signals shall be erected or maintained on any Lot. No satellite dishes shall be permitted on any Lot in excess of 30" in diameter. No exterior fires whatsoever, except barbecue fires contained within proper receptacles therefor or other fires specifically permitted in writing by the Board, shall be permitted.

ARTICLE V

ASSOCIATION: POWERS & DUTIES

Section 1. Purposes, General Powers and Duties of the Association. The Association shall be formed as a non-profit corporation organization for the sole purposes of performing certain functions for the common good and general welfare of the Owners. The Association:

(i) shall have all the powers of a corporation organized under the Georgia Non-Profit Corporation Code;

(ii) shall have the power to exercise all of the rights, powers, and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration and its By-laws, including the ownership, leasing, operation and maintenance of real property, especially the Common property, together with, easements, amenities and rights of way on the Property;

(iii) shall have the power to negotiate, enter into and perform such contracts and agreements, material or incidental to discharge or performance of said rights, powers, privileges, duties and obligations; and as to any and all of the Trail Systems Agreements or portions thereof;

(iv) shall have the power to assume, accept or acquire certain rights, duties and obligations under or pursuant to the Trail System Agreements or any portion thereof; and

(v) shall exercise all powers, rights, privileges necessary to appropriate or incidental thereto; and

(vi) shall have the power to negotiate and enter into any and all such agreements with

the Equestrian Center to be developed and operated adjacent to or upon the Chattahoochee River Club and any third parties for contribution to, deferment or payment of any portion of any maintenance or financial obligation under any Trail System Agreements not in contravention of said Agreements; and

(vii) shall have the power, right and standing to enforce the provisions of this Declaration; and

(viii) shall make, collect and enforce payment of the assessments provided herein; and

(ix) shall obtain such policies of insurance as provided herein; and

(x) shall have the power and authority to do all acts or refrain from any acts necessary, appropriate or convenient to the accomplishment of the foregoing.

The Association shall not be liable for injury to person or property, caused by the conduct of any Lot Owner or such Lot Owner's family, tenant, invitee, or licensee, unless as may be otherwise set forth in any Trail System Agreement.

Section 2. Lots. Maintenance of the utility lines and conduits from the point such line is tapped into a main line or conduit shall be the responsibility of the benefitted Lot owners and not the Association. Except as herein provided, the Association shall not be responsible to maintain and repair his or her Lot and the improvements located thereon and each Lot Owner shall keep the Lot and all structures located thereon in a well-maintained, neat, clean, attractive and sanitary condition.

Section 3. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property and the performance of the Trail System's Agreements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the operation and enforcement of this Declaration and the By-laws. The Association may arrange with others to furnish water, trash collection, sewer service and any other common services of each Lot. The Association shall also maintain such entryways or signage as may be deemed necessary to identify the Property or enhance its appearance.

Section 4. Rules, Regulations and Fines. The Association may make reasonable Rules and Regulations, including Architectural Standards, governing the use of the Lots, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. The Association may impose such reasonable fines (not in excess of \$25 per day per violation) for violation of the Rules and Regulations as are determined by the Board of Directors of the Association. Any such fine shall be deemed a special assessment under this Declaration and shall be added to and become a part of the assessment to which the Lot is subject.

Section 5. Failure to Maintain Lot. In the event an owner of any Lot in the Property shall fail to maintain such Owner's Lot and any structures erected thereon in the manner required by this Declaration after written notice and a reasonable opportunity to cure is given to the Owner, then the Association, after approval by two-thirds vote of the Board of Directors of the Association, shall have the right to perform any maintenance, restoration, or repairs necessary to meet the standards and requirement imposed by this Declaration. The cost of such repair, maintenance, or restoration shall be added to and made a part of the assessment to which such Lot is subject.

Section 6. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or By law, and every other right or privilege reasonable to be implied from the existence of any right, privilege or duty created herein or reasonably necessary to effectuate any such right, privilege, or duty.

Section 7. Limitation of Powers. Notwithstanding anything in this Declaration to the contrary, the Association shall not have the power to convey any interest, easement (other than general utility easements not materially affecting the use of any Lot), license, mortgage, deed to secure debt, lease or otherwise, except for such limited purposes as may be set out elsewhere in this Declaration, without the advance written consent of the Developer during the period of existence of Developer's Class B membership in the Association as provided in the Association's By-laws.

ARTICLE VI

ASSOCIATION: MEMBERSHIP & VOTING RIGHTS

Section 1. Membership. Every owner, including Developer, shall be a member of the Association by virtue of ownership of a Lot in such manner as set forth in the By-laws. If title to a Lot is held by more than one person, each of such persons shall be members. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a member of the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights of voting may, if required by a mortgagee, be assigned by an Owner to such mortgagee as further security for a loan secured by a Lot. All Owners, including the Developer, shall be entitled to one vote for each Lot owned. If more than one person holds an interest in any Lot, then the vote for such Lot shall be exercised as such persons among themselves determine, but in no event shall more than one vote be

cast with respect to such Lot. If the co-Owners of any Lot cannot agree as to how a vote on a particular issue is to be cast, then no vote for such Lot on that particular issue shall be counted; there can be no split vote. Notwithstanding the foregoing, any co-Owner of a Lot who purports to cast a vote for such Lot shall be conclusively deemed to be casting such vote on behalf of and with the approval of all other co-Owners of such Lot unless another co-Owner objects before the final vote tally.

Section 2. Administration of the Association by Developer. Notwithstanding any other provisions hereof, the Developer may have the right to appoint and remove any member or members of the Board of Directors of the Association and control the Association in the manner and for such period as set forth in the By-laws of the Association, a copy of which may be recorded as an exhibit hereto by Amendment to this Declaration.

ARTICLE VII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

(a) Each Owner of any Lot shall pay the following sums to the Association:

- (i) annual assessments or charges; (ii) special assessments against all of the Lots for the purposes hereinafter described, such assessments to be established and collected as hereinafter provided; and (iii) special or other assessments made against any particular Lot or Lots which are authorized and established pursuant to the terms of this Declaration or the Association's By-laws. "Assessments" as used herein shall also include an initial fee or "one time" fee established by the Association or the Developer and charged to a Lot Owner, which benefits the Association, the Common Property, or all Lot Owners, a portion of fee which may be allocated to operation of and maintenance by the Association, the Trail System Agreement budget; the Capital Reserve account, as defined below; or for the construction and operation of any amenity or facility established or erected for ultimate use and benefit of Lot Owners, as the Association or the Developer may determine, which fee may be collected by the Developer as agent for the Association or its own for account before or at the closing of the sale or conveyance or any Lot by the Developer to any Lot Owner. All such assessments, together with interest, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of each person(s) who was Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to said Owner's successors in title to such Lot unless expressly assumed by them or unless a notice of lien had been filed prior to the date of transfer, but the lien against such Lot shall not be extinguished by any transfer of title. Every owner of a Lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay assessments as set forth in this Section 1, whether or not such covenant and agreement be set forth in such deed.

(b) Notwithstanding the foregoing, the Developer shall be exempt from paying regular assessments under subsection (a) of this Section on any Lot owned by the Developer. In addition, no Lot shall be obligated to pay assessments until a Certificate of Occupancy has been issued as to the Lot, approving its readiness for occupancy for residential purposes. This exemption shall not pass to any Owner unless said Owner falls within the definition of Developer provided in this Declaration. During the period of exemption for any Lots submitted to this Declaration and owned by the Developer, the Developer shall be responsible for payment of an amount which is equal to the difference between the amount of regular assessments levied against other Lots (exclusive of the portion of such assessment which is designated by the Association's budget as being allocated for reserves) and the actual operating expenses of the Association. These sums due by the Developer shall be the personal obligation of the Developer but no lien shall arise or attach therefor and; subject to such limitation, shall otherwise be enforceable and collectable in the same manner as assessments against any other Lot Owner. The period of exemption for any Lots owned by the developer shall cease as to any particular Lot upon the earlier of (i) as to an individual Lot, the actual occupancy of the Lot for residential purposes, (ii) as to all Lots owned by the Developer, the delivery of written notice to the Association of the Developer's election to terminate the exemption period provided hereunder, or (iii) as to all Lots owned by the Developer, the date upon which a judgment becomes final which awards to the Association any sums past due for assessments due by the Developer under the terms of this paragraph.

Section 2. Purpose and Categories of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property; to pay the cost of improvement, maintenance and replacement of any Common Property or amenity or structure erected thereon; for maintenance of any easement, landscaping or signage; for the performance or discharge of any obligation pursuant to any contract or agreement of the Association; to fund or pay all obligations of a financial nature, together with any expense for maintenance, improvement or replacement, which may be required pursuant to the Trail System Agreements; for the operation of the Association; for management service and professional fees to others; to make such repairs as the Association may deem necessary; to pay taxes; to pay gas, electric and water charges assessed against any property for which the Association is responsible; to pay insurance premiums as contemplated or required herein; to enforce this Declaration and the Association's By-laws and Rules and Regulations; for such other related purposes as the Association's board of directors may determine consistent with this Declaration; and to establish and fund any capital reserve account, as provided herein.

Section 3. Annual assessment. The annual assessments to be levied by the Association shall be determined as follows:

(a) The initial annual assessment shall be established by the Board of Directors prior to the first conveyance of a Lot from the Developer, which shall not be less than \$300.00 per year. The Board shall allocate the initial annual assessment between operating funds and the capital reserve fund as it deems appropriate.

(b) Within thirty (30) days prior to the date of each subsequent annual meeting of the Association, the Board shall cause to prepare: (i) an operating budget for the maintenance and operation of the Property for the succeeding fiscal year; (ii) a budget for the performance, payment or funding any obligation of the Association pursuant to the Trail System Agreements; and (iii) a Capital Reserve budget. The Capital Reserve budget shall be prepared or reviewed annually by the Board, taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost and funds on deposit in the Capital Reserve account. Funds deposited in the Capital Reserve account shall be used from time to time for the capital needs of the Association as the Board may determine. The operating budget shall include compensation of any entity or persons which may be employed by the Board to perform the duties of the Association hereunder. The operating budget and the Trail System Agreement budget shall be based upon reasonable, good-faith estimates of the actual expenses and funding obligations of the Association for such year and shall include reasonable reserves for periodic contributions, funding, maintenance, repair, and replacement which are the Association's responsibility under any provision of the Trail System Agreements. Based on this budget, the Board of Directors shall fix the amount of annual assessment against each Lot, which shall include the annual Capital Reserve assessment of each Lot, at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. Unless the Board shall otherwise determine, the annual assessments shall be payable in four (4) equal quarterly installments on the first day of each quarter of the Association's fiscal year, beginning with the first month of the new fiscal year. All assessments received or collected shall be deposited in such accounts at such banking institution as the Board may determine. The Capital Reserve portion of any assessment paid shall be segregated from the operating funds and the Trail System Agreement funds and kept or deposited in a separate federally insured account or federally insured certificate of deposit(s). The Association shall, upon request, and for a reasonable charge (not to exceed \$25), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

(c) If an annual operating budget or Trail System Agreement budget established hereunder proves inadequate for such fiscal year, then the Board may, at any time within said fiscal year, levy a special assessment for the purpose of meeting the operating expenses or other financial obligations of the Association.

(d) If the operating budget assessments and obligations established hereunder for any fiscal year results in surplus for such year, then the Board may credit such surplus to the Capital Reserve fund for maintenance and improvements of the Property or make such other disposition of such surplus as the Board deems consistent with the obligations imposed on the Association hereunder. Any surplus from the Trail System Agreement budget shall be retained surplus reserved for Trail System Agreement purposes and the Board shall take into consideration the existence and amount of said surplus in determining the assessment for the succeeding fiscal year.

Section 4. Special Assessments Against Specific Lots. Any expenses incurred by the Association which are occasioned by the conduct of a Lot Owner, his family, tenants, invitees or licensees, including reasonable attorney's fees actually incurred in enforcing this Declaration, shall

be specifically assessed against such Lot; provided, however, that no such assessments may be made against any Lot after such Lot Owner has conveyed the Lot to a bona fide purchaser or after such Lot has been transferred in a manner which would, under Section 10 hereof, extinguish the lien for any outstanding assessments. Any expenses incurred by the Association benefitting fewer than all of the Lots or significantly disproportionately benefitting the Lots shall be assessed equitable among the Lots so benefitted. The special assessments provided for in this section shall be levied by the Board of Directors, and the amount and due date(s) of such special assessments so levied shall be as specified by the Board.

Section 5. Special Assessments for Capital Improvements or Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital item or improvement to the Property, and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A member of the Association together with the approval of any Class B member of the Association. The Board of Directors may make such special assessment payable in installments on such terms as it may determine.

Section 6. Association Approval of Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than fifteen (15) days not more than thirty (30) days in advance of the meeting. At any such meeting, called, the presence of members, either in person or by proxy, entitled to cast more than fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. Payment of Annual Assessments. Except as otherwise provided in this Article, both annual and special assessments shall be equally assessed against all Lots, and any common surplus, except as may be otherwise provided herein, shall be allocated equally among all Lots. Notwithstanding the foregoing, this requirement of equal assessment shall not prevent disproportionate assessments against one or more of the Lots pursuant to specific provisions of this Declaration. Common profits shall be allocated in the same manner as assessments. The first annual budget shall be adjusted according to the number of months then remaining in the fiscal year. Nothing herein shall be deemed to require the Association to refund or rebate to Lot Owners any surplus and no Lot Owners shall have any such claim against the Association.

Section 8. Liens for Assessments. All sums assessed to any Lot pursuant to this Article together with late charges and interest as provided herein shall be secured by a lien on such Lot in favor of the Association. To the extent permitted by law, such lien shall be superior to all other liens and encumbrances in such Lot, except only for:

- (a) Liens of ad valorem taxes; and

(b) A lien for all sums unpaid on a first mortgage or any secondary purchase money mortgage, duly recorded in the public records of Forsyth County, Georgia, and all amounts advances pursuant to any such mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to any lien for the assessments against such Lot which are less than thirty (30) days delinquent or for which a notice of lien has been recorded prior to such person's acquisition of such lien or encumbrance, as provided herein whether or not such consent be specifically set forth in the instruments creating such liens or encumbrances.

The Association shall evidence a lien for sums assessed pursuant to this Article by preparing a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot and any other requirement of law. Such notice shall be signed by an appropriate officer of the Association or its attorney and shall be recorded in the public records of Forsyth County, Georgia. No notice of lien shall be recorded until there is a delinquency in payment of any assessment or installment thereof of at least thirty (30) days. Such assessment as owed may either be collected by an action *in personam* against the appropriate Lot Owner or enforced by an action for foreclosure by the appropriate proceedings of the Association's lien, or both, in the Superior Court of Forsyth County or in any other court or by any other procedure permitted by applicable law. Any delinquent Owner shall be required to pay the costs and expenses of filing the notice of lien, the costs of any legal proceedings commenced to enforce or collect the assessment or foreclose the lien or other costs of collection, which shall also include all attorney's fees reasonably and actually incurred by the Association. All such costs and expenses shall also be secured by a lien against such Lot, which shall be enforceable against such Lot without the necessity for filing any further lien. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the collection proceedings. The Association shall have the right and power to bid at any foreclosure or judicial sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as the owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the public records of Forsyth County, Georgia, upon payment of all sums secured by a lien which has been made subject of a recorded notice of lien.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association Any assessment or portion thereof not paid when due shall be delinquent. Any assessment or portion thereof which remains delinquent for more than ten (10) days shall bear a late charge in an amount as determined by the Board but not in excess of fifteen percent (15%) of the amount past due. In addition, any assessment and late charge or portion thereof not paid within thirty (30) days after the due date shall bear interest from the date due at the rate of 10 percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose or otherwise enforce the lien against the Lot in any manner permitted by law. No Owner

may waive or otherwise escape liability for the assessments provided herein by non-use of a Common Property or abandonment of his Lot. A suit to recover a money judgment against any Lot Owner for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same. Upon default in the payment of any one or more installments of any assessment, the Board of Directors may accelerate the remaining installment payments and declare the entire balance of said assessment then due and payable in full.

Section 10. Extinguishment of Lien. Except as hereinafter provided, sale or transfer of a Lot shall not affect the lien for unpaid assessments. The enforcement of any lien which is superior to the lien for assessments, as provided in Section 8 hereof, whether by sale under power or judicial sale or foreclosure, or the enforcement of any first mortgage or secondary purchase money mortgage by transfer in lieu of foreclosure, shall extinguish the lien for any special assessments and any installments of annual assessments which are inferior to such a lien and which fell due prior to the date of such sale under power, foreclosure, or transfer.

ARTICLE VIII

ARCHITECTURAL CONTROLS

Section 1. Approval Procedure. No buildings or improvements, exterior additions or alterations to any building or improvement on the Property, additional awnings, additional fences, additional outbuildings or other structures, or changes to existing fences, hedges, walls, walkways or other structures shall be commenced, erected or maintained, except such as are installed or approved by the Developer in connection with the initial construction of the buildings on the Property, until the plans and specifications showing the nature, kind, shape, height, material, location, color and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings located on the Property by the Association or its Architectural Control Committee. No alterations may be made in approved plans or specifications without further approval by the Association or its Committee. No road or driveway shall be constructed or altered on any Lot without prior written approval of the Architectural Control Committee. No additional paving of any kind shall be permitted without prior written approval of the Architectural Control Committee. In the event the Architectural Control Committee or its designated representatives fail to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, such approval will have been deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time by the Association or by any Lot Owner. Neither the Lot Owner members of the Architectural Control Committee nor its designated Lot Owner representatives shall be entitled to compensation for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board of Directors to assist the Architectural Control Committee. The costs of such permitted compensation shall be the responsibility of the Lot Owner making the application, the amount shall be payable upon demand, and payment shall be condition precedent to any approval of submitted plans.

Section 2. Architectural Control Committee. The Architectural Control Committee shall constitute a standing committee for the Association. The duties of the Committee shall be performed by the Board of Directors unless and until the Board appoints a separate committee and delegates pursuant to the By-laws its authority to the Committee.

Section 3. Landscaping. All landscaping shall conform to the following standards:

(a) Final landscaping plans, except initial construction, and landscaping installed by the Developer, or any approved builder, shall be approved by the Committee. In any event, within sixty (60) days after issuance of a certificate of occupancy, all of the yard visible from the street must be planted and landscaped in the accord with approved plans, unless a delay is approved in writing by the Committee.

(b) No healthy living tree having a diameter of four (4) inches or more (measured from a point two (2) feet above ground level), no flowering tree or shrub, nor any evergreen shall be removed by a Lot Owner after construction has been completed and the Lot occupied for residential purposes, unless such removal is approved by the Committee, nor may any natural ground cover be removed without approval.

(c) The Committee may publish rules relating to alterations by a Lot Owner from the initial landscaping of the portion of any Lot visible from any public or Association maintained road; in the absence of published rules relating to such alterations, all changes from the initial landscaping of the portion of any Lot visible from any public or Association maintained road must be approved by the Committee as provided in this Article.

ARTICLE IX

INSURANCE

Section 1. Scope of Insurance. The Board of Directors of the Association or its duly authorized agent shall obtain and maintain fire and extended coverage insurance for all insurable Common Property, entryways, signage and landscaping and any amenities of facilities owned or leased by the Association in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction from any insured peril, together with all such insurance as may be required to be maintained or purchased by the Association pursuant to the Trail System Agreements. Except as to any insurance as required by the Trail System Agreements, unless a higher amount is approved by majority of the Association membership at a special meeting duly called for such purpose, the deductible amount on such policy shall not exceed \$1,000 per occurrence or, if such a deductible is unavailable, the lowest available deductible amount in excess of \$1,000 per occurrence. The Board of Directors may also obtain such public liability and property damage insurance in such amounts and in such forms as shall be determined by the Board of Directors of the Association, but not in amounts less than \$500,000 for injury, including death, to a single person, \$1,000,000 for injury or injuries including death, arising out of a single

occurrence, and \$300,000 property damage, covering the Association, all agents and employees of the Association, all Lot Owners, and other persons entitled to occupy any Lot or other portion of the Properties, and, to the extent obtainable, the Board of Directors and officers of the Association. If the Board is unable to obtain a liability policy providing coverage on a "per occurrence" basis, the Board may substitute therefore a liability policy providing an aggregate of \$500,000 coverage accompanied by an additional umbrella liability policy in an amount not less than \$1,000,000. The Board of Directors shall obtain and maintain such worker's compensation insurance as may be required by law and such other insurance as the Board may from time to time deem appropriate. Premiums for all such insurance shall be an expense of the Association. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association. Such insurance may be further governed by the provisions contained in the By-laws of the Association.

Section 2. Other Insurance. Each Lot Owner may obtain insurance for fire and extended coverage covering improvements on the Lot at the Owner's own expense. Each Lot Owner may by rule or regulation be required to furnish the Association with a copy of each such policy within ten (10) days following acquisition. Insofar as may be permitted by law, each such policy acquired by a Lot Owner shall contain a waiver of subrogation as to any claims against the Association and of any defense based on co-insurance. No Lot Owner shall be entitled to exercise his right to maintain insurance coverage in such a manner as to diminish or affect any recovery or payment which may be realized under any insurance policy carried by the Association.

Section 3. Fidelity Bond. The Association shall obtain, maintain and pay, as a common expense, the premiums on a blanket fidelity bond for all officers, directors, and employees of the Association and all other persons handling or responsibility for funds of or administered by the Association in amounts and on such terms as may be specified from time to time by the Trail System Agreements or by the Federal National Mortgage Association ("FNMA") for projects of the type and size of Chattahoochee River Club which are eligible for FNMA loans on individual Lots.

ARTICLE X

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Unilateral Annexation By Developer.

(a) As the owner thereof or, if not the owner, with the consent of the owner thereof, Developer shall have the unilateral right, privilege, and option from time to time until seven (7) years after the recording of this Declaration to subject all or any portion of any additional real property to the provisions of the Declaration and the jurisdiction of the Association by filing for the record in the Office of the Clerk of the Superior Court of the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of then Owners are not adversely affected, the

Developer may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

(b) The rights reserved unto Developer to subject additional land to the Declaration shall not and shall not be implied or construed so as to impose any obligation upon Developer to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Developer's reserved rights shall not impose any obligation on Developer to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Developer or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2. Other Annexation. Subject to the consent of the owner thereof and the consent of the Developer (so long as the Developer has an option to subject additional property to this Declaration as provided above), upon the affirmative vote of a majority of the Association vote present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the office of the Clerk if the Superior Court of the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such supplementary Declaration shall describe the property being annexed and shall be signed by the Owner, the Developer (if applicable) and the President and Secretary of the Association. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided therein.

ARTICLE XI

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the community. The provisions of this Article apply to both this Declaration and to the By-laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency had continued for a period

of sixty (60) days; provided, however, notwithstanding this provision, any holder of as first Mortgage, upon request to the Association, shall be entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any other obligation under the Declaration or By-laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation (The Mortgage Corporation), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first Mortgages or Owners other than the Developer, give their consent, the Association shall not:

(a) by act of omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection) other than personal property of the Association;

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against the Owner;

(c) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance or maintenance of Lots and of the Common Property (The issuance and amendment of architectural standards, procedures, rules, and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such insured property.

Nothing contained in this Section 2 shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2.

First Mortgages may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate

reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder as any Mortgage encumbering such Owner's Lot.

Section 5. Amendments by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. VA/HUD Approval. As long as the Developer has an option unilaterally to subject the property to this Declaration as provided in Article X, the following actions shall require the prior approval of the Veteran's Administration ("VA") so long as the VA is guaranteeing any Mortgage in the community, and the Department of Housing and Urban Development ("HUD") so long as HUD is insuring any Mortgage in the community: annexation of additional property to the community, (except for annexation by Developer in accordance with Article X, Section 1 hereof pursuant to a plan of annexation or development previously approved by or furnished to the VA or HUD, as the case may be); dedication of Common Property to any public entity; and material amendment of the Declaration, By-laws or Articles of Incorporation.

Section 7. Applicability of Article XI. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-laws, or Georgia law for any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee who received a written request from the Board to respond or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run and bind the community, and shall inure the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent

permitted by law; provided, however, so long as Georgia law limits the period during which the covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provisions shall be automatically extended for successive periods of ten (10) years, unless such extension is disapproved by the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the total Association vote and the consent of Developer (so long as the Developer has an option unilaterally to subject additional property to this Declaration). A written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a ten (10) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided for in this Section.

Section 2. Enforcement. The Association and any Owner shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the cost incurred, in the discretion of the Board of Directors of the Association. The Association shall be entitled to recover its cost of obtaining an order enforcing the Declaration from any Owner found by a court to be in violation of the Declaration.

Section 3. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the By-laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable shorter notice. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer without vote, approval, consent or execution by the Lot Owners or the Association (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any

governmental agency or reputable private insurance company to insure or guarantee mortgage loans on the Lot subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing, or (e) to correct any typographic or scrivener's error; or (f) to annex additional property as permitted in Article X, Section 1, aforesaid. Further, so long as Developer has the right unilaterally to subject additional property to this Declaration as provided in Article X hereof, Developer may unilaterally amend this Declaration for any other reasonable purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the total Association vote and the consent of Developer (so long as the Developer had an option unilaterally to subject additional property to this Declaration as provided in Article X hereof). Amendment to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to the Developer shall be amended without the Developer's prior written approval so long as the Developer owns any Lot or real property in the community, or subject to annexation to the community, primarily for development and/or resale.

Section 5. Severability. Invalidation of any one of these covenants or restrictions or any other provision of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be subject to or be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 7. Preparer. This Declaration has been prepared by Jeffrey A. Hurley, Attorney at Law, Georgia Bar No. 379650, Suite 150, 920 Holcomb Bridge Road, Roswell, Georgia 30076-1974.

Section 8. Agreements. Subject to the prior approval of Developer (so long as the Developer has an option to unilaterally subject additional property to this Declaration as provided in Article X hereof) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having interest in the community or the privilege of possession and enjoyment of any part of the community.

THE UNDERSIGNED, BEING THE RECORD TITLE OWNER(S) OF ALL OF THE REAL PROPERTY DESCRIBED OR REFERENCED HEREIN AS BEING INTENDED TO BE MADE SUBJECT AND SUBORDINATE TO THIS DECLARATION BY THIS INSTRUMENT DO(ES) HEREBY CONSENT TO THIS DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR CHATTAHOOCHEE RIVER CLUB AND BY THESE PRESENTS DO(ES)
HEREBY SUBJECT SAID PROPERTY TO THE SAME.

IN WITNESS hereof the undersigned have affixed their hands and seals effective on the date
aforesaid:

Silver Creek Development, LLC

By: [Signature]

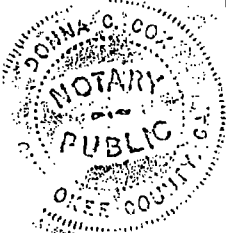
Its: MGR
(SEAL)

Subscribed and sworn to before me
and in my presence this 13 day
of September 1998

[Signature]
Unofficial Witness

[Signature]
Notary Public

Notary Public, Cherokee County, Georgia
My Commission Expires March 31, 1999



Doc ID: 001857140002 Type: GLR
Filed: 03/30/2005 at 02:35:11 PM
Fee Amt: \$12.00 Page 1 of 2
Transfer Tax: \$0.00
Forsyth, GA
Douglas Sorrells Clerk Superior Ct
BK 3728 PG 591-592

RETURN TO: *[Signature]*
FEARS, LAWRENCE & TURNER, P.C.
327 EAST THIRD STREET
JACKSON, GEORGIA 30233

STATE OF GEORGIA
COUNTY OF BUTTS

DEED OF ASSENT

WHEREAS, LINDA MARY ALLEN died a resident of Fulton County, Georgia, on September 24, 2001, leaving a Will which has been probated in solemn form during the October, 2001 term of Fulton County Probate Court; and,

WHEREAS, under the terms of said Will under Item IV, the following described property was devised to MICHAEL GREGORY ALLEN:

ALL THAT TRACT OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, SITUATE, LYING AND BEING IN FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE TO SAME.

WHEREAS, the undersigned duly qualified as Executor of the Estate of said LINDA MARY ALLEN and is now administering the estate under the terms of said Will; and it has been determined that all debts and claims against the estate have been fully paid;

WHEREAS, the undersigned does hereby acknowledge that by the signing and delivery of the within Deed of Assent that same shall constitute a release of the above described property from any and all Year's Support rights and Executor's fees that the undersigned may have to LINDA MARY ALLEN's estate.

NOW THEREFORE, the undersigned, as Executor of the Will of the said LINDA MARY ALLEN, hereby assents to the devise of said property under the terms of said Will, and said Executor joins as an individual interest he may have so that full fee-simple title thereto is vested in MICHAEL GREGORY ALLEN as provided in said Will.

WITNESS my hand and seal this 24 day of March, 2005.

Signed, sealed and delivered in
the presence of

[Signature]

Witness

[Signature]

Notary Public
My Commission Exp. _____
(SEAL)



[Signature] (SEAL)
MICHAEL GREGORY ALLEN
EXECUTOR OF THE ESTATE OF
LINDA MARY ALLEN



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 55, 56, 63 and 64 of the 14th District, and Land Lot 649 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

To find the true point of beginning, begin at the intersection of the Land Lot line common to Land Lots 54, 55, 64 and 65 thence run South 89 degrees 01 minutes 00 seconds East a distance of 313.65 feet to an iron pin found and the TRUE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THUS ESTABLISHED run thence South 60 degrees 41 minutes 38 seconds East a distance of 40.00 feet to an iron pin found (1" c/t); running thence South 80 degrees 49 minutes 02 seconds West a distance of 100.04 feet to an iron pin found; running thence South 60 degrees 41 minutes 38 seconds East a distance of 519.74 feet to an iron pin found (½" rebar); running thence South 26 degrees 32 minutes 59 seconds West a distance of 1362.12 feet to an iron pin found (1" c/t); running thence North 37 degrees 27 minutes 09 seconds West a distance of 85.38 feet to a steel rail found; running thence North 63 degrees 00 minutes 44 seconds West a distance of 116.88 feet to an iron pin found (1" c/t); running thence North 69 degrees 50 minutes 26 seconds West a distance of 100.05 feet; running thence North 66 degrees 12 minutes 30 seconds West a distance of 100.69 feet to an iron pin found; running thence North 18 degrees 27 minutes 18 seconds East a distance of 85.54 feet to an iron pin found (½" iron bar); running thence South 78 degrees 04 minutes 11 seconds West a distance of 41.81 feet to an iron pin found; running thence North 10 degrees 05 minutes 28 seconds West a distance of 169.81 feet to a 18" CMP; running thence along the Southeasterly right of way of Bentwood Drive (50' right of way) the arc of a curve having a radius of 50.00 feet, said arc being subtended by a chord having a bearing of North 10 degrees 37 minutes 56 seconds East, having a chord length of 89.90 feet and an arc distance of 111.76 feet to an iron pin found; running thence North 32 degrees 21 minutes 55 seconds East a distance of 203.79 feet to an iron pin found; running thence North 81 degrees 10 minutes 25 seconds East a distance of 249.66 feet to an iron pin found; running thence North 17 degrees 43 minutes 38 seconds West a distance of 393.25 feet to an iron pin found; running thence North 48 degrees 13 minutes 39 seconds East a distance of 72.87 feet to an iron pin found; running thence North 16 degrees 52 minutes 44 seconds East a distance of 34.14 feet to an iron pin found; running thence North 74 degrees 36 minutes 45 seconds East a distance of 141.59 feet to an iron pin found; running thence North 37 degrees 08 minutes 50 seconds East a distance of 114.04 feet to an iron pin found; running thence North 29 degrees 45 minutes 10 seconds East a distance of 140.53 feet to an iron pin found and the TRUE POINT OF BEGINNING; being 18.409 acres, zoned A-1, ZA#1968, all as shown on that certain compiled map dated November 30, 2000, prepared for Silver Creek Development, LLC Equestrian Tract, by Rochester & Associates, Inc.

Doc ID: 001857150002 Type: GLR
Filed: 03/30/2005 at 02:36:58 PM
Fee Amt: \$512.00 Page 1 of 2
Transfer Tax: \$500.00
Forsyth, GA
Douglas Sorrells Clerk Superior Ct
BK 3728 PG 593-594

Ret
RETURN TO: Fears, Lawrence & Turner, P.C., 327 E. Third Street, Jackson, Georgia 30233

STATE OF GEORGIA
COUNTY OF BUTTS

WARRANTY DEED

THIS INDENTURE, made this the 24 day of March, in the year two thousand five (2005), between MICHAEL GREGORY ALLEN, of the County of Fulton, State of Georgia, as party of the first part, hereinafter called Grantor and MOMMIES PROPERTIES, LLC, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said grantee the following:

All that tract or parcel of land, together with all improvements located thereon, situate, lying and being in Forsyth County, Georgia and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference to same.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered
in the presence of

Renée Moore

WITNESS

Alfred D. Fears

NOTARY PUBLIC - STATE OF GA.
MY COMM. EXP.:
(SEAL)



Michael Gregory Allen (seal)
MICHAEL GREGORY ALLEN

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 55, 56, 63 and 64 of the 14th District, and Land Lot 649 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

To find the true point of beginning, begin at the intersection of the Land Lot line common to Land Lots 54, 55, 64 and 65 thence run South 89 degrees 01 minutes 00 seconds East a distance of 313.65 feet to an iron pin found and the TRUE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THUS ESTABLISHED run thence South 60 degrees 41 minutes 38 seconds East a distance of 40.00 feet to an iron pin found (1" c/t); running thence South 80 degrees 49 minutes 02 seconds West a distance of 100.04 feet to an iron pin found; running thence South 60 degrees 41 minutes 38 seconds East a distance of 519.74 feet to an iron pin found (½" rebar); running thence South 26 degrees 32 minutes 59 seconds West a distance of 1362.12 feet to an iron pin found (1" c/t); running thence North 37 degrees 27 minutes 09 seconds West a distance of 85.38 feet to a steel rail found; running thence North 63 degrees 00 minutes 44 seconds West a distance of 116.88 feet to an iron pin found (1" c/t); running thence North 69 degrees 50 minutes 26 seconds West a distance of 100.05 feet; running thence North 66 degrees 12 minutes 30 seconds West a distance of 100.69 feet to an iron pin found; running thence North 18 degrees 27 minutes 18 seconds East a distance of 85.54 feet to an iron pin found (½" iron bar); running thence South 78 degrees 04 minutes 11 seconds West a distance of 41.81 feet to an iron pin found; running thence North 10 degrees 05 minutes 28 seconds West a distance of 169.81 feet to a 18" CMP; running thence along the Southeasterly right of way of Bentwood Drive (50' right of way) the arc of a curve having a radius of 50.00 feet, said arc being subtended by a chord having a bearing of North 10 degrees 37 minutes 56 seconds East, having a chord length of 89.90 feet and an arc distance of 111.76 feet to an iron pin found; running thence North 32 degrees 21 minutes 55 seconds East a distance of 203.79 feet to an iron pin found; running thence North 81 degrees 10 minutes 25 seconds East a distance of 249.66 feet to an iron pin found; running thence North 17 degrees 43 minutes 38 seconds West a distance of 393.25 feet to an iron pin found; running thence North 48 degrees 13 minutes 39 seconds East a distance of 72.87 feet to an iron pin found; running thence North 16 degrees 52 minutes 44 seconds East a distance of 34.14 feet to an iron pin found; running thence North 74 degrees 36 minutes 45 seconds East a distance of 141.59 feet to an iron pin found; running thence North 37 degrees 08 minutes 50 seconds East a distance of 114.04 feet to an iron pin found; running thence North 29 degrees 45 minutes 10 seconds East a distance of 140.53 feet to an iron pin found and the TRUE POINT OF BEGINNING; being 18.409 acres, zoned A-1, ZA#1968, all as shown on that certain compiled map dated November 30, 2000, prepared for Silver Creek Development, LLC Equestrian Tract, by Rochester & Associates, Inc.

HA



Doc ID: 012071890003 Type: GLR
Filed: 12/03/2010 at 08:55:20 AM
Fee Amt: \$14.00 Page 1 of 3
Transfer Tax: \$0.00
Forsyth County, GA
Grea S. Allen Clerk Superior Ct
BK **5844** PG **441-443**

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Ret Return Recorded Document to:
Vinay Bose
3001 Wembley Ridge
Atlanta, GA 30340

STATE OF GEORGIA
COUNTY OF GWINNETT

Washington
DC

QUITCLAIM DEED

THIS INDENTURE, Made this 1st day of December, 2010, between **Mommies Properties, LLC**, a Georgia limited liability company, as party or parties of the first part, hereinafter called Grantor, and **Vinay Bose**, an individual resident of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar and No/100 (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, a five percent (5%) undivided interest in and to following real property to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 55, 56, 63 and 64 of the 14th District, Forsyth County, Georgia, all as more particularly described on Exhibit "A" attached hereto.



TO HAVE AND TO HOLD the said described real property to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said real property or appurtenances, or any rights thereof.

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

Signed, sealed and delivered in the presence of:

Mommies Properties, LLC, a Georgia limited liability company

[Signature]

Witness

By: Rathi Bose (SEAL)
Name: Rathi Bose
Title: Manager

[Signature]
Notary Public

JACOB R. SHIFFLETT
Notary Public, District of Columbia
My Commission Expires Dec 14, 2014

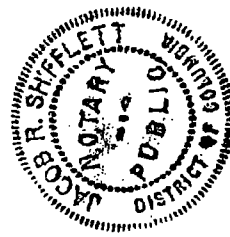


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 55, 56, 63 and 64 of the 14th District, and Land Lot 649 of the 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

To find the true point of beginning, begin at the intersection of the Land Lot line common to Land Lots 54, 55, 64 and 65 thence run South 89 degrees 01 minutes 00 seconds East a distance of 313.65 feet to an iron pin found and the TRUE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THUS ESTABLISHED run thence South 60 degrees 41 minutes 38 seconds East a distance of 40.00 feet to an iron pin found (1" c/t); running thence South 80 degrees 49 minutes 02 seconds West a distance of 100.04 feet to an iron pin found; running thence South 60 degrees 41 minutes 38 seconds East a distance of 519.74 feet to an iron pin found (1/2" rebar); running thence South 26 degrees 32 minutes 59 seconds West a distance of 1362.12 feet to an iron pin found (1" c/t); running thence North 37 degrees 27 minutes 09 seconds West a distance of 85.38 feet to a steel rail found; running thence North 63 degrees 00 minutes 44 seconds West a distance of 116.88 feet to an iron pin found (1" c/t); running thence North 69 degrees 50 minutes 26 seconds West a distance of 100.05 feet; running thence North 66 degrees 12 minutes 30 seconds West a distance of 100.69 feet to an iron pin found; running thence North 18 degrees 27 minutes 18 seconds East a distance of 85.54 feet to an iron pin found (1/2" iron bar); running thence South 78 degrees 04 minutes 11 seconds West a distance of 41.81 feet to an iron pin found; running thence North 10 degrees 05 minutes 28 seconds West a distance of 169.81 feet to a 18" CMP; running thence along the southeasterly right of way of Bentwood Drive (50' right of way) the arc of a curve having a radius of 50.00 feet, said arc being subtended by a chord having a bearing of North 10 degrees 37 minutes 56 seconds East, having a chord length of 89.90 feet and an arc distance of 111.76 feet to an iron pin found; running thence North 32 degrees 21 minutes 55 seconds East a distance of 203.79 feet to an iron pin found; running thence North 81 degrees 10 minutes 25 seconds East a distance of 249.66 feet to an iron pin found; running thence North 17 degrees 43 minutes 38 seconds West a distance of 393.25 feet to an iron pin found; running thence North 48 degrees 13 minutes 39 seconds East a distance of 72.87 feet to an iron pin found; running thence North 16 degrees 52 minutes 44 seconds East a distance of 34.14 feet to an iron pin found; running thence North 74 degrees 36 minutes 45 seconds East a distance of 141.59 feet to an iron pin found; running thence North 37 degrees 08 minutes 50 seconds East a distance of 114.04 feet to an iron pin found; running thence North 29 degrees 45 minutes 10 seconds East a distance of 140.53 feet to an iron pin found and the TRUE POINT OF BEGINNING; being 18.409 acres, zoned A-1, ZA#1968, all as-shown on that certain compiled map dated November 30, 2000, prepared for Silver Creek Development, LLC Equestrian Tract, by Rochester & Associates, Inc.

After Recording Return to
Hedgewood
5420 Odell St.
Cumming Ga. 30040
STATE OF GEORGIA

Doc ID: 010115820004 Type: GLR
Filed: 10/18/2007 at 01:30:04 PM
Fee Amt: \$18.00 Page 1 of 4
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK 4929 PG 130-133

RE: Deed Book 1815
page 505 Forsyth County
Georgia

COUNTY OF FORSYTH

AGREEMENT REGARDING DEVELOPMENT

This Agreement Regarding Development (the "Agreement") is made and entered into this 21st day of December, 2000, by and between **BENTWOOD STABLES, LLC, A GEORGIA LIMITED LIABILITY COMPANY**, (the "Seller") and **LINDA ALLEN** (the "Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Real Estate Sales Contract dated December 21st, 2000 (the "Contract"), for the sale and purchase of real property located in Land Lots 55, 56, 63, and 64, of the 14th District, and Land Lot 649 of the 2nd District, 1st Section of Forsyth County, Georgia, comprising of approximately 18.409 acres (the "Property").

WHEREAS, Seller has sold the Property to Purchaser on even date herewith; and

WHEREAS, Seller and Purchaser have agreed to memorialize certain agreements and understandings regarding the sale, purchase and continued use of the Property.

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller and Purchaser agree that the Property shall continue to be maintained and used solely as an equestrian center. Purchaser shall be obligated to (i) operate the Property as an equestrian center until December 21, 2016; (ii) maintain and provide a minimum of 12 horse stalls for the sole use of the residents of the subdivision in Forsyth County, Georgia, known as Chattahoochee River Club, at no more than market rates of cost; (iii) to operate the equestrian center in a good manner, keeping the grounds and the buildings thereon clean and in good condition. Purchaser further agrees that any conveyance of the Property is not allowed, so long as that certain Note from Purchaser to Seller dated December 21, 2000, in the original principal amount of \$356,500.00 is outstanding. Thereafter, any transfer of the Property shall contain the above conditions and shall be subject to same obligations to transferee to same.
2. Purchaser acknowledges and agrees that Seller has not provided or made, either explicitly or implicitly, any representations, covenants, warranties or assurances regarding compliance with any applicable federal or state laws.



3. At the direction of Seller, Purchaser shall immediately convey any or all of the Property under present or future designation as wetlands or similar status, to the National Park Service or similar non-profit group so long as Purchaser has the exclusive right by perpetual easement to continue operation of the equestrian center and is granted the right to maintain existing paddocks. In the event, Purchaser does not execute a deed of conveyance upon request by Seller, Purchaser hereby appoints Seller as Purchaser's agent and attorney-in-fact to execute all necessary documents to accomplish such conveyance. This document shall be recorded so that this provision serves as notice and authority for Seller to peruse such power of attorney.
4. Purchaser and Seller agree that if any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, the remainder of this Agreement shall not be affected thereby, and in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
5. This Agreement may not be changed or terminated orally or in any manner other than by an agreement in writing and signed by the party against whom enforcement of the change or termination is sought.
6. Purchaser and Seller agree that any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally or sent by certified mail, return receipt requested, and addressed, if to Seller, as follows:

**BENTWOOD STABLES, LLC
ATTN: JAMES W. DONNELLY, JR.
5930 POST ROAD
CUMMING, GEORGIA 30040**

and if to Purchaser, as follows:

**LINDA ALLEN
5652 POST ROAD
CUMMING, GEORGIA 30040**

Any party may, by notice in writing, direct that future notices or demands be sent to a different address.

7. Purchaser and Seller agree that time is of the essence with respect to this Agreement and each and every provision hereof.

8. Purchaser and Seller agree that the covenants and agreements herein contained shall bind and inure to the benefit of the Purchaser and Seller and their respective transferees, successors and assigns.

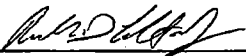
IN WITNESS WHEREOF the parties hereto have executed under seal this Agreement the year and date set forth above.

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

SELLER:
BENTWOOD STABLES, LLC
A GEORGIA LIMITED LIABILITY COMPANY

By:  (SEAL)

JAMES W. DONNELLY, JR.
MEMBER *Russell O Co / Hn Dr*
A Horse in Feet

Signed, sealed and delivered
in the presence of:

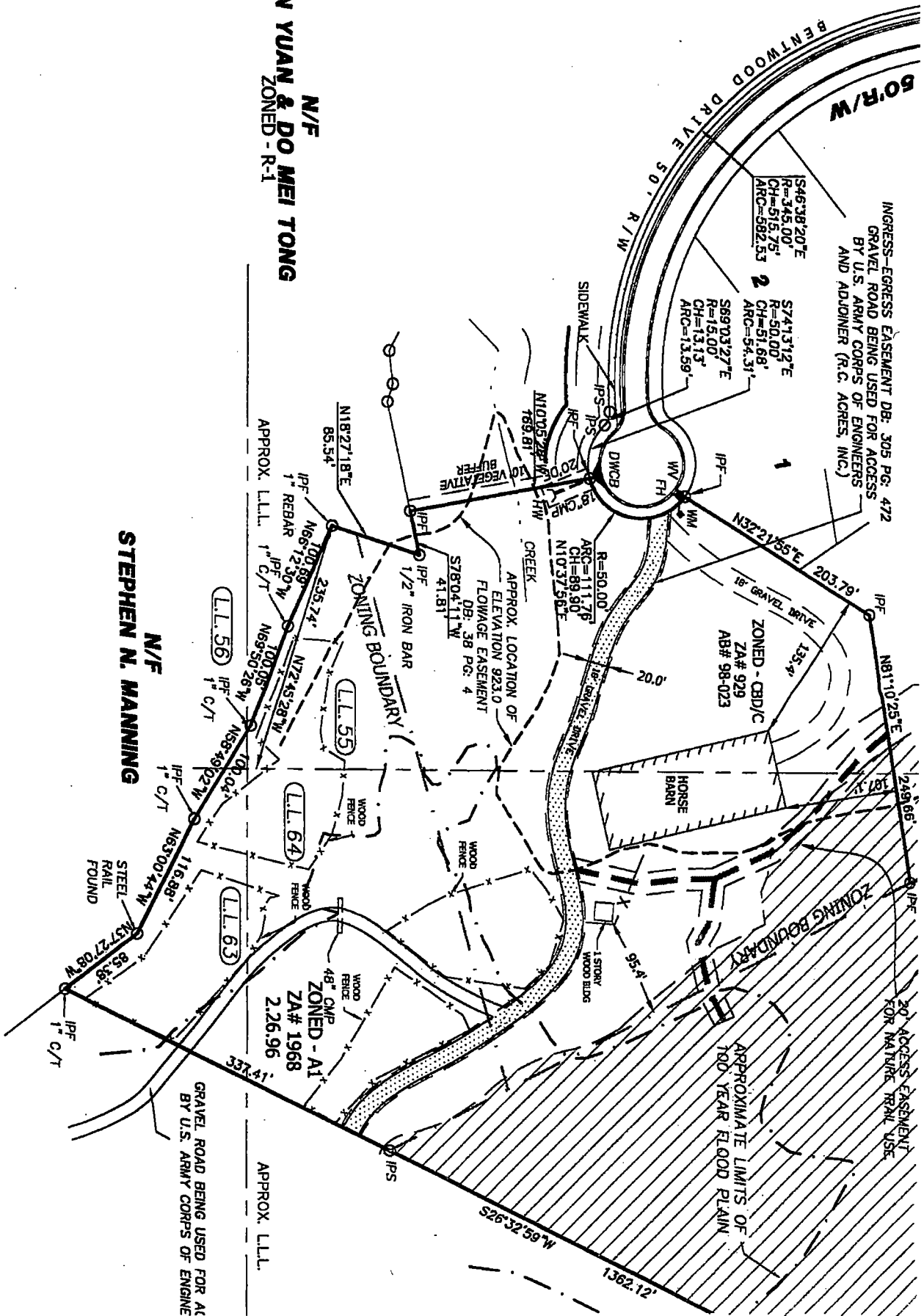

Witness


Notary Public

PURCHASER:

 (SEAL)
LINDA ALLEN

N/F
STEPHEN N. MANNING



GADDIS & LANIER, LLC
Your Neighborhood Attorneys

3330 Cumberland Blvd.
Suite 500
Atlanta, Georgia 30339
www.gaddislanier.com

Kimberly C. Gaddis, Esq.
Main: (404) 459.7055
kgaddis@gaddislanier.com

October 2, 2018

VIA FIRST CLASS MAIL;
& EMAIL (LARRYOLDHAM@LCOPC.COM)

Larry C. Oldham, P.C.
416 Pirkle Ferry Road
Suite K-500
Cumming, Georgia 30040

Re: Chattahoochee River Club Homeowners Association, Inc.
Mommies Properties, LLC

Dear Mr. Oldham:

As you know, this firm represents the Chattahoochee River Club Homeowners Association, Inc. ("Association"), and I am writing on behalf of the Association's Board of Directors in response to your email correspondence of September 12, 2018. The Board is disappointed that you and your client do not see the benefit of an in-person meeting with counsel to discuss our clients' ongoing disputes regarding the legality of the work being done at the Equestrian Center and the various use rights that appear to exist for the Association's members and the public at large over portions of the Equestrian Center. The Association's Board rejects your continued allegations that the Board has taken any action against your client that is contrary to Georgia law or done anything to harm your client in any way. The Association has merely asserted its various rights with regard to easements and use rights related to your client's property which have been in existence for many years, well before your client purchased the Equestrian Center, and which still exist with regard to Zoning and the authorized use by your client of that property.

Rather than spend more time and expense rehashing all of the legal arguments that the Association has regarding the use of the Equestrian Center and the horse trails related thereto, the Association's Board desires to seek an amicable resolution to the disputed matters with Mommies Properties, LLC, related to the work being done by your client and future uses of the Equestrian Center. Since you have declined a meeting with the Board, the Board Members have taken you up on your invitation for a list of requests that the Association has for your client regarding future use and/or development of this property moving forward. The Board requests that your client agree to the following in an effort to fully and finally resolve all disputes between the Association and your client:



MOMMIES PROPERTIES, LLC shall agree to:

1. Operate the barn and stables as they are currently zoned, only as an Equestrian Facility;
2. Unlock and open the gates to the property at scheduled, reasonable hours so that Association residents and the general public can come inside the gates and park their vehicles and horse trailers and thereby use the miles of horse trails connected thereto;
3. Forego any future use of the barn as a place to teach yoga classes or as an archery center;
4. Permit the county to inspect all work recently completed by Mr. Bose (which was apparently done without a county permit and without county inspections to date) in the barn so as to assure the public is properly protected from possible construction failures; and allow the county to inspect all grading, tree cutting/removal and fill work performed on the land that is under the restrictions imposed by the Metropolitan River Protection Act (MRPA); and
5. Restore the various overlooks and trails on the property previously existing and used by school children, Boy and Girl Scout troops and Association residents to observe the flora and fauna, ducks, birds and animals occupying and using the land to the side of and behind the barn and which is classified as "wetlands".

Mr. Oldham, since the Equestrian Center's development in 1995 and up to 2005, when Mommies Properties and Vinay Bose acquired title to the property, the Equestrian Center had always been operated in accordance with all zoning and applicable laws and restrictions and as a good neighbor to the residents of Chattahoochee River Club Association and the general public. The Association's Board and residents want nothing more than for this Equestrian Center to operate profitably and in accordance with its zoning classification and restrictions which exist for the benefit of both your client and the Association residents. Your client has attempted to substantially change the overall scheme of development of this property contrary to current zoning regulations and without any effort to accommodate or continue the Association members' access and use rights related to the Equestrian Center which was constructed for the very purpose of use by the Chattahoochee River Club community and the general public.

The Association's Board is hopeful that your client will agree to the above requests and that the parties may have an open and amicable communication channel going forward. Please let me know if your client is interested in meeting with the Board in person in the near future.

Sincerely,

GADDIS & LANIER, LLC

Kimberly C. Gaddis

Kimberly C. Gaddis

Post in General

Molly Hembree, Chattahoochee River Club · 3

Quick Claim Deed

Some of you may have received a letter from the owner of the stable to sign a quick claim deed. DO NOT SIGN ANYTHING! We are having a Resident Forum meeting tomorrow night at the clubhouse so this situation will be discussed at this time.

13 Mar · Chattahoochee River Club in General

Thank Reply 10 Thanks · 14 Replies

Any King, Chattahoochee River Club · 13 Mar

Thank you Molly. The letter was so vague and general, it really said nothing except he wants us to sign it but it doesn't say what he is planning to do with the land?

Thank 3 Thanks

Lori Warrens, Chattahoochee River Club · 14 Mar

Thanks for the update. Is the forum open to everyone?

Thank 1 Thank

Molly Hembree, Chattahoochee River Club · 14 Mar

Yes it is the CRC residents meeting!

Thank 1 Thank

Jennifer Hallman, Chattahoochee River Club · 14 Mar

7 pm?

Thank 2 Thanks

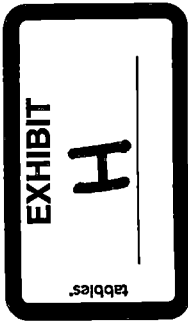
Susan Hilla, Chattahoochee River Club · 14 Mar













I may have read it wrong, but it looks like our community may have some say as to how the land is developed depending on how it would impact our property values. Although the letter is vaguely worded to make it appear our quit claim would prevent any legal issues for us, it seems that the writer wants us to sign away all claims to the property so he can develop it any way he wishes without any legal repercussions on his side.

Thank 2 Thanks



Any King, Chattahoochee River Club · 14 Mar

I think you just hit the nail on the head Susan!



 Thank 2 Thanks Amy King, Chattahoochee River Club · 14 Mar
I think you just hit the nail on the head Susan! Thank 1 Thank Terry Baradine, Chattahoochee River Club · 14 Mar
Umm... does that land perk? You know I will never sign anything with what is said in the letter. How do we as homeowners know if what is stated in the letter is true. This matter should be only between the parties involved in the sale . It will have to go thru the courts... you are talking probly years of litigation involving the dnr, national parks land etc etc. approaching the entire community for signatures is ludicrous. Just my 2 cents worth Thank 1 Thank Molly Hembree, Chattahoochee River Club · 14 Mar
Yes the Residents Forum meeting is at 7:00 at the clubhouse... Thank 2 Thanks Jerry Tilenis, Chattahoochee River Club · 14 Mar
The owner of the stable has violated the Agreement Regarding Development by shutting down the stables. Is anyone researching this? Thank 3 Thanks Carol Adams, Chattahoochee River Club · 15 Mar
Is there an update from the meeting on Wednesday? This entire Quick Claim Deed is only a scam to give up our rights. I am not willing to concede that gives up our control of the Sub D actions! Thank 2 Thanks Leslie Mattson, Chattahoochee River Club · 15 Mar
Was the meeting yesterday or is it today? Thank 1 Thank Jeb Sundgren, Chattahoochee River Club · 15 Mar
The resident forum was last night and the stables were addressed at the end. We will provide an update after our attorneys have reviewed the letter everyone received.


-Jeb Sundgren
President CRCHOA

 Thank 5 Thanks Carol Adams, Chattahoochee River Club · 17 Mar

everyone received.


-Jeb Sundgren
President CRCHOA

😊 Thank 5 Thanks

 Carol Adams, Chattahoochee River Club - 17 Mar

Look forward to the update it would be great if we could control what happens to the property - or what the barn / trails are being used for!

😊 Thank 1 Thank

 Meg Carroll, Chattahoochee River Club - 18 Mar

Please post time and day if that meeting!

😊 Thank

Add a reply...

- Home
- Chattahoochee River Club
- Map

Categories

- Recommendations
- For Sale & Free
- Events

- Real Estate
- Crime & Safety
- Lost & Found
- Documents
- General

Directories

- Neighbors
- Pets
- Public Agencies

Groups

- Browse all 2 groups

Help · Guidelines · Privacy
About · Jobs · Press · Blog

Post in General

Marisa Pope, Chattahoochee River Club

QuitClaim letter

Hey all,

Anyone understand the quick claim letter and its impact on the neighborhood?

5d ago · Chattahoochee River Club in General

Thank Reply

2 Thanks · 11 Replies

Cheryl Mabee, Chattahoochee River Club · 5d ago
Don't sign... The HOA board is working with a legal entity

Thank 2 Thanks

Kim Turner, Chattahoochee River Club · 5d ago
Impact is that the property could be turned into commercial and we may end up with commercial traffic coming through our neighborhood. Do not sign, the HOA has a legal team on it. The two groups that bought the stables has already taken down tree, they had no permission to remove and have a stop work order from the county on them.

Thank 3 Thanks

Marisa Pope, Chattahoochee River Club · 5d ago
That's what I thought, but wanted to be sure. Thank you for confirming! It's already gone commercial enough around us.

Thank 4 Thanks


Karl Funderburg, Chattahoochee River Club · Edited 5d ago
Essentially restrictions were placed on the property years ago by the developer (Hedgewood) that required the property to remain an equestrian barn (ie. not put in other businesses) through 12/2016. The new owner is trying to remove the restrictions, which apparently he needs the entire neighborhood and HOA consent to do. There is no way he will get 100% consent from this neighborhood so he will ultimately have to live with the restrictions or mount a legal battle to get rid of them. He has started the latter process with his letter to the residents.

Thank 3 Thanks

Kenneth Austin, Chattahoochee River Club · 5d ago
One rumor is that he wants to open a "Yoga" studio. But the bigger


process with his letter to the residents.

😊 Thank 3 Thanks

 Kenneth Austin, Chattahoochee River Club · 5d ago


One rumor is that he wants to open a "Yoga" studio. But the bigger impression was a place of worship. Either way, it should not be in the neighborhood.

😊 Thank 1 Thank

 Marisa Pope, Chattahoochee River Club · 5d ago


Couldn't agree more.

😊 Thank

 Karl Funderburg, Chattahoochee River Club · Edited 5d ago


Link to the agreement http://www.lcopc.com/assets/files/Mommies_CRC_20001221_BWS_Allen_Development_Agreement.pdf

😊 Thank 2 Thanks

 Kelly Traynor, Chattahoochee River Club · 5d ago


A "meeting hall" will bring our house prices Down by 50-80,000\$. I have seen this scenario in the UK.... stables has NOW large flat areas just the thing for "meetings "and NOW large car park areas already carved out.

😊 Thank

 Meg Carroll, Chattahoochee River Club · 5d ago


I heard he wanted to create an Archery School. I am NOT in support of anything but an equestrian center, which was one of the reasons I wanted to move here in 2016. I wish he would sell it to a horse farm owner.

😊 Thank 2 Thanks

 Marisa Pope, Chattahoochee River Club · 5d ago

Meg, I agree. It was a strong pull for me when I moved in as well.

😊 Thank

 Kelly Traynor, Chattahoochee River Club · 5d ago

Just rumors and zonal requesting and "Work stopped" injunctions are having a impact on property in the CRC. Any reasonable relator will have knowledge .

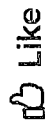
😊 Thank

Add a reply...


Mimi Collins Denison ▾ UNOFFICIAL Facebook Page of CRC

Yesterday at 3:44 PM · 🌐

Interesting letter in the mail today from the owner of the property that was formally the horse farm. Included in this letter is a BIG ask to sign a Quitclaim Deed without any explanation about the original agreement referenced with the Allen family limiting the use of the property. Yes, I know he is on this FB page. No, I will not sign any such Quitclaim Deed, especially void of full disclosure.



Like



Comment

16


Jeb Sundgren

Please join us for the Resident Forum Wednesday at 7pm as an update on the stables will be discussed.

12h

Like

Reply

5


Myriam Brauckman

I was unable to access the website that is referenced in the letter but there is some info on the Forsyth County Planning & Development page. Searched 'mommies properties'.

11h

Like

Reply

2


Erica Cibula

I'm unable to make it Wednesday but would love more info. I found this letter quite strange and have no intent to sign anything!

10h

Like

Reply



Write a comment...



News Feed



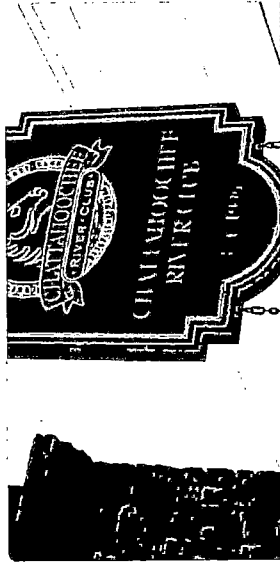
Requests



Notifications



More


UNOFFICIAL Facebook Page of CRC

 Closed Group
539 Members

See Group

CHATTAHOOCHEE RIVER CLUB HOMEOWNERS LIST

Owner 1	Owner 2	Address	
Current Owner/s	Jenny M. Abar	3575 Hidden Lake Drive	Cumming GA 30041
Current Owner/s	David B. Abbey	4020 Little Falls Drive	Cumming GA 30041
Current Owner/s	Todd K. Abercrombie	4525 N River Drive	Cumming GA 30041
Current Owner/s	Carol Lynn Adams	3890 Overlake Drive	Cumming GA 30041
Current Owner/s	Charles A. Adams	3885 Little Falls Drive	Cumming GA 30041
Current Owner/s	Elaine A. Adams	4875 North Point Way	Cumming GA 30041
Current Owner/s	James D. Adams	4035 Summerwood Drive	Cumming GA 30041
Current Owner/s	Lindsey Donner Adams	3325 Silver Lake Drive	Cumming GA 30041
Current Owner/s	Antonio N. Aguirre	4215 River Club Drive	Cumming GA 30041
Current Owner/s	Jennifer Albrecht	4660 Springwood Trace	Cumming GA 30041
Current Owner/s	Eric S. Aldrich	3235 Riverhill Court	Cumming GA 30041
Current Owner/s	Robert E. Alexander	4030 Arrow Head Trail	Cumming GA 30041
Current Owner/s	Mark D. Allen	4470 Summerwood Drive	Cumming GA 30041
Current Owner/s	Donald P. Allen	4210 Eagle Ridge Court	Cumming GA 30041
Current Owner/s	Brian M. Anderson	4885 North River Drive	Cumming GA 30041
Current Owner/s	John Anderson	3160 Trout Place Road	Cumming GA 30041
Current Owner/s	William T. Anderson	3855 High View Court	Cumming GA 30041
Current Owner/s	Jonathan G. Arant	4325 Little Falls Drive	Cumming GA 30041
Current Owner/s	Chevenry E. Arnold	4520 Summerwood Drive	Cumming GA 30041
Current Owner/s	Carol-Jean Arthur	3425 Bentwood Drive	Cumming GA 30041
Current Owner/s	Kent C. Atteberry	3642 River Club Drive	Cumming GA 30041
Current Owner/s	Brian K. Aultman	4720 North River Drive	Cumming GA 30041
Current Owner/s	David W. Austin	4135 Hillsborough Close	Cumming GA 30041
Current Owner/s	Kenneth Austin	4420 Sugar Creek Lane	Cumming GA 30041
Current Owner/s	Amanda M. Ayres	4610 East Point Drive	Cumming GA 30041
Current Owner/s	Allen E. Badiie	4895 North River Drive	Cumming GA 30041
Current Owner/s	Bruce Baetz	3280 Riverhill Court	Cumming GA 30041
Current Owner/s	Wesley C. Baggarly	3540 Hidden Lake Drive	Cumming GA 30041
Current Owner/s	Laura K. Bailey	3515 Woodbury Court	Cumming GA 30041
	Rhonda D. Abbey		
	Stephanie D. Abercrombie		
	Michelle M. Adams		
	Thomas L. Adams		
	Cynthia Campbell Adams		
	Rosemarie C. Aguirre		
	Donald Albrecht		
	Marietta Aldrich		
	Michelle M. Allen		
	Kelli Allen		
	Sandra Anderson		
	Kimberly S. Arant		
	Rodney E. Arnold		
	Christopher A. Arthur		
	Brooke M. Atteberry		
	Teresa W. Aultman		
	Inez Austin		
	Mahshid Badiie		
	Julie Baetz		
	Reames M. Baggarly		

EXHIBIT

tabbles

J

Current Owner/s	Ronald J. Bain	Michelle K. Bain	3935 River Club Drive	Cumming	GA 30041
Current Owner/s	Vasiliki T. Bakalis	Dimitrios Maniatis	3420 Trail's Head Court	Cumming	GA 30041
Current Owner/s	David T. Baker	Lisa M. Baker	3655 River Club Drive	Cumming	GA 30041
Current Owner/s	Edward J. Baradine	Theresa A. Baradine	3570 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Bruce D. Baring	Nicole L. Baring	4630 Wood Cove Trail	Cumming	GA 30041
Current Owner/s	Eric L. Barish	Amy O. Barish	4750 East Point Drive	Cumming	GA 30041
Current Owner/s	Danny Barnett	Stephanie Barnett	3245 Bentwood Close	Cumming	GA 30041
Current Owner/s	Jeffrey B. Bartlett	Meredith Bartlett	3750 River Club Drive	Cumming	GA 30041
Current Owner/s	Daniel K. Barton	Gayle P. Barton	4455 River Park Court	Cumming	GA 30041
Current Owner/s	Robert T. Barylak	Carolyn J. Barylak	3930 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Randall E. Batson	Kelly S. Batson	3955 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Elizabeth Battle	Jeffrey Battle	3275 Riverhill Court	Cumming	GA 30041
Current Owner/s	Kevin C. Bean	Courtney M. Bean	3435 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Susan Bearden	James Mack Bearden	4060 Charlotte's Overlook	Cumming	GA 30041
Current Owner/s	Michael P. Beckley	Kelly Beckley	4925 Pond Ridge Lane	Cumming	GA 30041
Current Owner/s	Thomas Craig Behan		3875 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Robert Beiring		4905 Pond Ridge Lane	Cumming	GA 30041
Current Owner/s	Anne Katherine Bell	Joseph Donald Bell Jr	4125 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Christopher C. Bell	Kimberly A. Bell	4520 East Point Drive	Cumming	GA 30041
Current Owner/s	Cary D. Bellamy	Sarah R. Bellamy	3230 Riverhill Court	Cumming	GA 30041
Current Owner/s	Patrick Bennett	Rebecca Oxford-Bennett	3520 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Jason R. Berendsen	Jeannette Berendsen	4930 North Point Way	Cumming	GA 30041
Current Owner/s	Dan A. Bergdahl	Katharine M. Bergdahl	4860 North Point Way	Cumming	GA 30041
Current Owner/s	Carol P. Marsh		3525 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Hayley A. Binns	Mark Taala	3475 Silver Lake Point	Cumming	GA 30041
Current Owner/s	James B. Blake	Flint Dawn Rene Living Trust	3815 Overlake Drive	Cumming	GA 30041
Current Owner/s	Mark Blankenship	Jessica Blankenship	3880 Overlake Drive	Cumming	GA 30041
Current Owner/s	Thomas C. Blazek	Mary V. Blazek	3665 River Club Drive	Cumming	GA 30041
Current Owner/s	Robert H. Block	Susan M. Block	3980 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Andrew W. Borland		4345 East Timberline Trail	Cumming	GA 30041
Current Owner/s	Kevin Bottoms	Mabre B. Bottoms	4165 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Jeffrey S. Boyd	Stephanie K. Dumas	4080 Arrow Head Trail	Cumming	GA 30041
Current Owner/s	Robert Bradley	Yasmin Bradley	3845 River Club Drive	Cumming	GA 30041
Current Owner/s	Christopher D. Brake	Susan M. Brake	4150 Hillsborough Close	Cumming	GA 30041
Current Owner/s	Amardeep Brar		3845 Overlake Drive	Cumming	GA 30041

Current Owner/s	Richard Brauckman	Myriam S. Brauckman	4320 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Wayne J. Breaux	Mariesa N. Breaux	3910 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Katherin Bregman		4535 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Christopher D. Brennan	Sabine C. Brennan	4815 Pond Ridge Lane	Cumming	GA 30041
Current Owner/s	David S. Bridwell	Jennifer A. Bridwell	3890 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Jack D. Brown	Anna P. Brown	4910 Pond Ridge Lane	Cumming	GA 30041
Current Owner/s	William C. Brown	Paige S. Brown	3646 River Club Drive	Cumming	GA 30041
Current Owner/s	Stacey Brustein		3255 Bentwood Close	Cumming	GA 30041
Current Owner/s	Harold Buchanan		3235 Bentwood Close	Cumming	GA 30041
Current Owner/s	Kevin Franklin Buckley		3985 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Marc W. Buckman	Jeanne Buckman	4215 River Park Court	Cumming	GA 30041
Current Owner/s	Nhan V. Bui	Hoa H. Bui	3810 High View Court	Cumming	GA 30041
Current Owner/s	Stephen E. Bullard	Kelly G. Bullard	3820 High Point Circle	Cumming	GA 30041
Current Owner/s	Carol M. Burgess		3630 Woodbury Point	Cumming	GA 30041
Current Owner/s	Thornton W. Burgess	Lisa Burgess	4545 North River Drive	Cumming	GA 30041
Current Owner/s	Paul M. Burke	Michelle G. Burke	4115 Hillsborough Close	Cumming	GA 30041
Current Owner/s	David C. Burns	Kelle A. Burns	3585 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Raymond L. Butera	Tiffany A. Butera	4630 North River Drive	Cumming	GA 30041
Current Owner/s	Charles M. Buttrum	Dawn A. Buttrum	4590 Summerwood Drive	Cumming	GA 30041
Current Owner/s	James M. Butz	Melanie A. Butz	4715 Old Trail Court	Cumming	GA 30041
Current Owner/s	Todd Buzek	Robin Buzek	4320 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Charles E. Bythewood	Pauline A. Bythewood	3535 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Angela Dawn Campagna	Anthony William Campagna	4170 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Jeffery G. Campbell	Christina Strickland	4715 Spring Wood Trace	Cumming	GA 30041
Current Owner/s	John Cane		3910 Overlake Drive	Cumming	GA 30041
Current Owner/s	Carol J. Capps	Robert J. Capps	4145 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Dalerick M. Carden	Catherine K. Carden	3530 Woodbury Court	Cumming	GA 30041
Current Owner/s	Matthew J. Caro	Stefaney D. Caro	5015 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Margaretmary Carroll	Christopher L. Nichols	3660 River Club Drive	Cumming	GA 30041
Current Owner/s	James C. Carter III	Laura Carter	4180 Hedgemore Court	Cumming	GA 30041
Current Owner/s	Phillip G. Case	Marsha A. Case	4425 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Karim Justin Cassamo		4640 North River Drive	Cumming	GA 30041
Current Owner/s	Lane W. Chambers	Linda S. Chambers	3960 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Christopher Chambliss	Lorraine A. Chambliss	3920 River Run Court	Cumming	GA 30041
Current Owner/s	Federal Home Loan Mtg Corp		3590 Hidden Lake Drive	Cumming	GA 30041

Current Owner/s	Mark Darrell Cheek	Amy Cheek	3215 Bentwood Close	Cumming	GA 30041
Current Owner/s	John B. Church	Elizabeth R. Church	4735 Springwood Trace	Cumming	GA 30041
Current Owner/s	Steven J. Chutkan	Megan L. Chutkan	4870 North Point Way	Cumming	GA 30041
Current Owner/s	David Cibula	Erica Cibula	4705 Old Trail Court	Cumming	GA 30041
Current Owner/s	James Cichy	Wendy Cichy	4425 Woodside Court	Cumming	GA 30041
Current Owner/s	Karen Cioppa Pascaner		3530 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Benjamin Conner Clark	Elizabeth Larson Clark	4935 North River Drive	Cumming	GA 30041
Current Owner/s	Christina S. Clark	James K. Clark, Jr.	3945 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Shaun S. Cline	Anita K. Cline	4160 Hillsborough Close	Cumming	GA 30041
Current Owner/s	Jody Jay Clor	Virgina L. Clor	3265 Brentwood Close	Cumming	GA 30041
Current Owner/s	Douglas W. Clyburn	Julie W. Clyburn	3955 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Edward W. Cole, Jr.	Cassandra W. Cole	4855 North River Drive	Cumming	GA 30041
Current Owner/s	Melynda Coleman	Keith Coleman	4010 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Holli K. Collinson	James M. Collinson	4990 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Andrew M. Conner	Susan A. Conner	3645 Woodbury Point	Cumming	GA 30041
Current Owner/s	Christopher Conner	Katherine Conner	4745 Springwood Trace	Cumming	GA 30041
Current Owner/s	Craig A. Cooper	Julie Cooper	4365 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Donald Cooper	Catherine P. Ganter	3915 River Run Court	Cumming	GA 30041
Current Owner/s	William Scott Cooper	Susan W. Cooper	4015 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Lee F. Copeland	Susan G. Copeland	4885 North Point Way	Cumming	GA 30041
Current Owner/s	Vincent Edward Coyner	Caroline Coyner	3550 Silver Vista Court	Cumming	GA 30041
Current Owner/s	Joseph Crane	Allison Crane	3425 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Bobby D. Cribbs	Alicia A. Cribbs	3460 Silver Lake Point	Cumming	GA 30041
Current Owner/s	Cheryl A. Crocker		4530 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Christine Crowder		4440 River Park Court	Cumming	GA 30041
Current Owner/s	Glen S. Crowder	Lisa R. Crowder	3995 River Club Drive	Cumming	GA 30041
Current Owner/s	Jeffrey Lee Crumley	Monica Crumley	4695 Springwood Trace	Cumming	GA 30041
Current Owner/s	Christopher D. Cruz	Tammye D. Cruz	3705 High View Court	Cumming	GA 30041
Current Owner/s	Stephen J. Cseplo III	Susan A. Cseplo	3895 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Michael J. Cuccinello		4930 North River Drive	Cumming	GA 30041
Current Owner/s	Mack Paul Daffin Jr		4430 Sugar Creek Lane	Cumming	GA 30041
Current Owner/s	Keith L. Daise	Amy A. Daise	4280 River Club Drive	Cumming	GA 30041
Current Owner/s	James Daly	Cristy Daly	3940 Overlake Drive	Cumming	GA 30041
Current Owner/s	Roy L. Dancy	Sheridan Ashley Dancy	3955 River Club Drive	Cumming	GA 30041
Current Owner/s	Didar Daneshyar		4565 Summerwood Drive	Cumming	GA 30041

Current Owner/s	David Darracott	Donna Darracott	4025 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Rowdy W. Davis		3525 Woodbury Court	Cumming	GA 30041
Current Owner/s	Bruce Deady	Erin Deady	4275 Northfield Lane	Cumming	GA 30041
Current Owner/s	Charles Dean		4950 North River Drive	Cumming	GA 30041
Current Owner/s	Donald Lee Deathriage	Sue Ann Deathriage	3930 River Club Drive	Cumming	GA 30041
Current Owner/s	Michael E. Deloe	Angela K. Deloe	4220 Meadow View Court	Cumming	GA 30041
Current Owner/s	John M. Denison IV	Denison Trust	4910 North Point Way	Cumming	GA 30041
Current Owner/s	George Edward Desilva		5020 North River Drive	Cumming	GA 30041
Current Owner/s	Rebecca Deuso	Wade A. Deuso	4135 Inverness Point	Cumming	GA 30041
Current Owner/s	Judy Dillon	Deirdre C. Sutter	3520 River Club Drive	Cumming	GA 30041
Current Owner/s	Anthony J. Dimatteo		3645 Coldwater Court	Cumming	GA 30041
Current Owner/s	Timothy Dineen	Suzanne Dineen	3415 Silver Lake Court	Cumming	GA 30041
Current Owner/s	Chantal N. Dion		4225 Meadow View Court	Cumming	GA 30041
Current Owner/s	Kinnie A. Dismuke	Janet C. Dismuke	4145 River Club Drive	Cumming	GA 30041
Current Owner/s	James Dixon		3620 Woodbury Point	Cumming	GA 30041
Current Owner/s	Lori A. Dodson		4135 Hedgemore Court	Cumming	GA 30041
Current Owner/s	John J. Dombroski	Elizabeth M. Dombroski	3545 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Scott J. Douglas	Debra Douglas	4155 Little Falls Drive	Cumming	GA 30041
Current Owner/s	William Michael Downs	Alexandra M. Downs	3880 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Jeffrey J. Downs	Jami L. Downs	4605 East Point Drive	Cumming	GA 30041
Current Owner/s	Robin L. Drawdy	Kelly S. Drawdy	4240 Eagle Ridge Court	Cumming	GA 30041
Current Owner/s	Clarence W. Duckworth	Laurel Anne Duckworth	3169 Trout Place Road	Cumming	GA 30041
Current Owner/s	Robert Duffie	Sandra Duffie	4460 River Park Court	Cumming	GA 30041
Current Owner/s	Willie Dupree	Julie Ann Dupree	3980 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Steven Early	Alesia Early	4865 N River Drive	Cumming	GA 30041
Current Owner/s	Scott D. Eastin	Shannon M. Eastin	3845 High View Court	Cumming	GA 30041
Current Owner/s	Jennie Echols		3835 Overlake Drive	Cumming	GA 30041
Current Owner/s	Larry E. Edwards	Debra A. Edwards	4945 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Kevin Eichhorn	Stephanie Peterson-Eichhorn	4195 River Club Drive	Cumming	GA 30041
Current Owner/s	Jeffrey K. Ellard	Magan Ellard	4240 River Club Drive	Cumming	GA 30041
Current Owner/s	Praveen Kumar Emmadi	Venkata Lakshmi S. Tadikamalla	4485 Summerwood Drive	Cumming	GA 30041
Current Owner/s	James D. English	Mary Lou English	4115 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Rudolf Van Erkelens	Christine Van Erkelens	3970 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Charles G. Ewing	Geralyn S. Ewing	4170 Hedgemore Court	Cumming	GA 30041
Current Owner/s	Lisa Farnham	Jeffrey Bearden	3425 Trail's Head Court	Cumming	GA 30041

Current Owner/s	Tim Ferenchik	Andrea Ferenchik	4115 Hedgemore Court	Cumming	GA 30041
Current Owner/s	Alan R. Fernandez	Elizabeth B. Fernandez	4245 Northfield Lane	Cumming	GA 30041
Current Owner/s	Michael Dale Ferrell	Lisa Ann Ferrell	3990 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Tamara L. Fierle	Dwight G. Fierle	3920 River Club Drive	Cumming	GA 30041
Current Owner/s	Joseph B. Filaseta		4230 River Club Drive	Cumming	GA 30041
Current Owner/s	Joseph J. Finamore	Cheryl A. Finamore	4735 Old Trail Court	Cumming	GA 30041
Current Owner/s	Kelly Kenton Fink	Billy Dean Fink	4125 Hillsborough Close	Cumming	GA 30041
Current Owner/s	John W. Fischer	Debra L. Fischer	3980 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Paul J. Flannigan	Maria Flannigan	4410 Woodside Court	Cumming	GA 30041
Current Owner/s	Tze Heng Yang		3255 Riverhill Court	Cumming	GA 30041
Current Owner/s	Robert Earl Ford	Julia Anna Ford	4065 Charlotte's Overlook	Cumming	GA 30041
Current Owner/s	Dean Fortier	Kathleen Fortier	4925 North River Drive	Cumming	GA 30041
Current Owner/s	Raymond J. Frangiques III	Lisa D. Frangiques	4385 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Shari Frankel	Jeffrey R. Frankel	3825 High Point Circle	Cumming	GA 30041
Current Owner/s	John R. Fullett	Karen M. Fullett	3920 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Kimberly A. Funderburg	Karl L. Funderburg	3965 River Club Drive	Cumming	GA 30041
Current Owner/s	Karen E. Gaignard		3305 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Jori J. Garces	Elio Garces	3945 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Holt V. Garrard	Rochelle R. Garrard	4115 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Michael T. Garrison	LuAnn Garrison	3865 Overlake Drive	Cumming	GA 30041
Current Owner/s	Richard Garrison	Jill Garrison	4225 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Henry Elliott Gatehouse		5025 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Susan M. Gatehouse		3410 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Richard C. Mudd	Angela E. Mudd	3720 High View Court	Cumming	GA 30041
Current Owner/s	Matthew Geiger	Elizabeth Geiger	4130 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Tina E. Geimer	Donald H. Geimer Jr.	4515 Talmon Court	Cumming	GA 30041
Current Owner/s	Richard A. George II	Carrie A. George	4410 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Ryan P. Gibson	Anne E. Gibson	4840 North Point Way	Cumming	GA 30041
Current Owner/s	Gerald D. Gifford	Kelly M. Gifford	4985 North River Drive	Cumming	GA 30041
Current Owner/s	Scott C. Gilbert	Colleen C. Gilbert	4130 Hillsborough Close	Cumming	GA 30041
Current Owner/s	Christopher Giles	Ambra Brooke Giles	4520 Talmon Court	Cumming	GA 30041
Current Owner/s	Steven G. Giller	Sandra R. Giller	4915 Pond Ridge Lane	Cumming	GA 30041
Current Owner/s	Thomas Gillon	Dianne Gillon	3940 River Club Drive	Cumming	GA 30041
Current Owner/s	Daniel R. Gimotty		4955 North River Drive	Cumming	GA 30041
Current Owner/s	Kelly L. Gimotty		3265 Riverhill Court	Cumming	GA 30041

Current Owner/s	Robert N. Glezen	Lynn Glezen	4235 River Park Court	Cumming	GA 30041
Current Owner/s	Stephen G. Glor	Kathleen N. Glor	3825 Overlake Drive	Cumming	GA 30041
Current Owner/s	John C. Goff	Catherine S. Goff	4915 North Point Way	Cumming	GA 30041
Current Owner/s	Walton G. Goforth	Dora B. Goforth	3193 Trout Place Rd	Cumming	GA 30041
Current Owner/s	Gretchen Golden		3320 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Jane C. Gonzales		3860 High View Court	Cumming	GA 30041
Current Owner/s	Robert E. Goodin	Anna Goodin	3615 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Sarah Spence Gordon	Murray Bonner Gordon	4015 River Club Drive	Cumming	GA 30041
Current Owner/s	Bradley S. Gorka	Ngoc-Yen Pham Gorka	3185 Trout Place Road	Cumming	GA 30041
Current Owner/s	Catherine Michelle Graham	James M. Corbitt	4575 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Richard E. Graham	Bernadette Graham	4925 North Point Way	Cumming	GA 30041
Current Owner/s	Zackary L. Graham	Jennifer D. Graham	3505 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Adam Grant	Jessica Grant	4730 East Point Drive	Cumming	GA 30041
Current Owner/s	John Gray	Gray John C & Deborah I Revocable	4720 Springwood Trace	Cumming	GA 30041
Current Owner/s	John Gray		5010 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Matthew John Gross	Kristina Lee Gross	3970 Overlake Drive	Cumming	GA 30041
Current Owner/s	James G. Grosshans	Jordana B. Grosshans	3810 High Point Circle	Cumming	GA 30041
Current Owner/s	Nicholas P. Gubbins	Susan Alexandra Gubbins	3425 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Peter J. Gullo	Monique M. Gullo	4265 River Club Drive	Cumming	GA 30041
Current Owner/s	Timothy J. Habegger	Denise M. Habegger	3975 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Robert W. Hagerman		4035 Little Falls Drive	Cumming	GA 30041
Current Owner/s	James M. Hale	Courtney M. Hale	4245 Meadow View Court	Cumming	GA 30041
Current Owner/s	David R. Halk	Irene Halk	4075 Arrow Head Trail	Cumming	GA 30041
Current Owner/s	Brett Hall	Jacqueline Hall	4155 Hedgemore Court	Cumming	GA 30041
Current Owner/s	Robert M. Hall	Amanda H. Hall	4165 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Jaime Scott Hall	Terri Heyerdale Hall	4255 Meadow View Court	Cumming	GA 30041
Current Owner/s	Craig Hallman	Jennifer Hallman	3445 Bentwood Drive	Cumming	GA 30041
Current Owner/s	Myra Hamilton	David Hamilton	4570 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Derek Hammond	Kimberly D. Hammond	4825 North Point Way	Cumming	GA 30041
Current Owner/s	Matthew D. Hampson	Monica L. Hampson	3830 High Point Circle	Cumming	GA 30041
Current Owner/s	Trevor Hanlon	Sheila Hanlon	4810 North Point Way	Cumming	GA 30041
Current Owner/s	John W. Harned III	Linda M. Harned	4125 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Katherine J. Harper		3960 River Run Court	Cumming	GA 30041
Current Owner/s	Curtis Harrell	Lisa Harrell	4525 Talmon Court	Cumming	GA 30041
Current Owner/s	Amber N. Marchman	William Keith Marchman	4445 Woodside Court	Cumming	GA 30041

Current Owner/s	Daniel Harrington	Patricia Harrington	4415 North River Drive	Cumming	GA 30041
Current Owner/s	Randy Harrison	Jeanette Sczepanski	3225 Riverhill Court	Cumming	GA 30041
Current Owner/s	James D. Harrop	Thelma C. Harrop	3430 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Joel S. Hasfjord	Kirsten L. Hasfjord	4850 North Point Way	Cumming	GA 30041
Current Owner/s	Shelly Hawkins		4565 East Point Drive	Cumming	GA 30041
Current Owner/s	Susan I Haydel		3240 Riverhill Court	Cumming	GA 30041
Current Owner/s	Heather Z. Haymes	Thomas M. Haymes	4560 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Ronald W. Haywood	Diane L. Haywood	4020 Summerwood Drive	Cumming	GA 30041
Current Owner/s	James Healy	Bess Healy	3960 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Brian E. Heimbigner	Linda T. Heimbigner	4355 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Olan Hembree	Molly A. Hembree	3435 Trail's Head Court	Cumming	GA 30041
Current Owner/s	Beth Ann Evans	Charlotte Kim Henderson	4025 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Nicole Hendrickson	Kevin C. Hendrickson	4275 River Club Drive	Cumming	GA 30041
Current Owner/s	Joel C. Hendrix	Beth Ann Hendrix	4480 Summerwood Drive	Cumming	GA 30041
Current Owner/s	William R. Herbig IV	Kimberly M. Herbig	4330 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Kelley C. Herrin	Ralph Herrin	4815 North Point Way	Cumming	GA 30041
Current Owner/s	Nelson Hicks	Karen J. Hicks	3850 High View Court	Cumming	GA 30041
Current Owner/s	Tom Hilla	Susan Hilla	4415 Sugar Creek Lane	Cumming	GA 30041
Current Owner/s	Stephanie L. Hodge	Patrick S Hodges	4250 Meadow View Court	Cumming	GA 30041
Current Owner/s	Martha Hodges	Rodney A. Hoke Jr.	4120 Hillsborough Close	Cumming	GA 30041
Current Owner/s	Deanna J. Hoke	Shelley Ann Holcomb	3420 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Gary R. Holcomb Jr.	Brian F. Alyea	4240 Meadow View Court	Cumming	GA 30041
Current Owner/s	Theresa A. Holmgren	Leslie O. Houston	3870 Overlake Drive	Cumming	GA 30041
Current Owner/s	Adam G. Houston	Patricia B. Houston	4125 Hedgemore Court	Cumming	GA 30041
Current Owner/s	Jordan T. Houston	Lori Ann Hoyt	3415 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	David Samuel Hoyt	Janice D. Hughes	4040 Arrow Head Trail	Cumming	GA 30041
Current Owner/s	Joseph P. Hughes	Nancy M. Humphrey	4230 Eagle Ridge Court	Cumming	GA 30041
Current Owner/s	Gregory L. Humphrey	Beverly R. Hunt	3965 Overlake Drive	Cumming	GA 30041
Current Owner/s	Chan M. Hunt	George Hutchinson	3940 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Angela Hutchinson	Judy H. Hyde	3920 Overlake Drive	Cumming	GA 30041
Current Owner/s	Steven T. Hyde		4245 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Frank S. Incorvaia		3990 River Club Drive	Cumming	GA 30041
Current Owner/s	David Ingmire	Kristen Ingmire	4735 East Point Drive	Cumming	GA 30041
Current Owner/s	Fred Innis III	Stacy S. Innis	3735 River Club Drive	Cumming	GA 30041
Current Owner/s	Michelle Ireland		4950 Bowman Park Point	Cumming	GA 30041

Current Owner/s	William Scott Ivey	Gefi Ivey	3910 River Club Drive	Cumming	GA 30041
Current Owner/s	Ali Izadi	Renee Cameron Izadi	3910 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Kevin Jackson	Jana Jackson	4370 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Dale P. James	Sandra L. James	4260 River Club Drive	Cumming	GA 30041
Current Owner/s	Mark Jeffries	Susan Jeffries	4235 River Club Drive	Cumming	GA 30041
Current Owner/s	James S. Jenkins	Jill C. Jenkins	4750 Old Trail Court	Cumming	GA 30041
Current Owner/s	James J. Batson	Helen M. Lund	4135 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Emily Jones		3470 Silver Lake Point	Cumming	GA 30041
Current Owner/s	Lehman J. Jones	Kristen G. Jones	3895 Overlake Drive	Cumming	GA 30041
Current Owner/s	Marc E. Jobin		3930 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	John D. Gibb	Gina E. Gibb	4155 Hillsborough Close	Cumming	GA 30041
Current Owner/s	Brian Johnson	Jerilyn Johnson	4210 Sugar Creek Lane	Cumming	GA 30041
Current Owner/s	Lucille Johnson-Poole		3510 Silver Vista Court	Cumming	GA 30041
Current Owner/s	Thomas J. Johnson	Taylor F. Johnson	3310 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Wayne Pullen Johnson	Josie M. Johnson	3725 High View Court	Cumming	GA 30041
Current Owner/s	David M. Joseph		3945 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Dwight Justice	Tammie Justice	4415 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Brian Keith Prater	Dana Lynn Prater	4710 East Point Drive	Cumming	GA 30041
Current Owner/s	Juliet D. Kelley	Avinash F. Kelley	3650 Woodbury Point	Cumming	GA 30041
Current Owner/s	Stephen Kelly	Jamie D. Kelly	4030 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Kevin Kemp	Staci Kemp	3325 Bentwood Drive	Cumming	GA 30041
Current Owner/s	David K. Kennedy	Jean E. Kennedy	4010 River Club Drive	Cumming	GA 30041
Current Owner/s	Andrej Killer	Penny Killer	4980 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Patrick Wade Kimball	Kate Lindley Kimball	4930 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Trevorr Kimberlin	Jessica Kimberlin	4320 E Timberline Trail	Cumming	GA 30041
Current Owner/s	James W Kincaid	Donna M. Kincaid	4410 Sugar Creek Lane	Cumming	GA 30041
Current Owner/s	Brian L. King	Rachel L. King	4585 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Robert T. King	Barbara Carolyn King	3515 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Robert J. King	Amy M. King	4030 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Robin J. King	Rebecca A. King	4985 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Jeffrey Lee Kirby	Kimberle Mary Kirby	4965 North River Drive	Cumming	GA 30041
Current Owner/s	John Kirkpatrick	Pilar M. Kirkpatrick	4805 Pond Ridge Lane	Cumming	GA 30041
Current Owner/s	Mark Klein		4645 North River Drive	Cumming	GA 30041
Current Owner/s	Todd E. Kniceley	Danay M. Kniceley	3510 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Bernard G. Knoll	Tammy A. Knoll	4835 North Point Way	Cumming	GA 30041

Current Owner/s	Claudia Kraemer	Claude Kraemer	4945 North River Drive	Cumming	GA 30041
Current Owner/s	Jeffrey Kroeger	Joan Kroeger	3560 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	William Krueger	Michele Krueger	4335 East Timberline Trail	Cumming	GA 30041
Current Owner/s	Michael J. Lahaye	Lori A. Lahaye	5035 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Shelley Oglesby	Alain Laine	4140 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Joy L. Lancis	Caesar Felix Lancis	4775 Old Trail Court	Cumming	GA 30041
Current Owner/s	John M. Landrum	Lee Ann Landrum	4290 Sugar Creek Lane	Cumming	GA 30041
Current Owner/s	Alyssa K. Lane		3810 Overlake Drive	Cumming	GA 30041
Current Owner/s	Tracey E. Lanier	Douglas W. Lanier	3525 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Kelly Larkin	Aaron Larkin	4025 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Robert H. Laster	Jennifer S. Laster	4855 North Point Way	Cumming	GA 30041
Current Owner/s	HPA Borrower 2016 ML LLC	Kylan Laws	3965 River Run Court	Cumming	GA 30041
Current Owner/s	Brenda Lee Howll Laye		4740 Springwood Trace	Cumming	GA 30041
Current Owner/s	Peter Leavy	Nicole Leavy	4215 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Jane E. Leonard	Gregory Shane Hammond	4445 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Robert A. Licata	Barbara W. Licata	3420 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Paul Lieb	Carol Lieb	4220 Eagle Ridge Court	Cumming	GA 30041
Current Owner/s	Karl E. Liechty	Barbara Liechty	4440 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Ben E. Lilly Jr	Laura Lilly	3530 Silver Vista Court	Cumming	GA 30041
Current Owner/s	Ronald L. Lindsay	Sally W. Lindsay	3330 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Robert Lins	Suzanne Lins	4155 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	AMH 2014-3 Borrower LLC		4680 Springwood Trace	Cumming	GA 30041
Current Owner/s	AMH Roman Two GA LLC		4020 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Golden Years Investments, LLC		4145 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Chattahoochee River Club HOA Inc	Access management Group	4146 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Michael A. Humin Jr	Jaime C. Humin	3215 Riverhill Court	Cumming	GA 30041
Current Owner/s	Kim Lochbaum	Gary Lochbaum	3865 High View Court	Cumming	GA 30041
Current Owner/s	John H. Locke	Tara O. Locke	3980 River Club Drive	Cumming	GA 30041
Current Owner/s	Christopher M. Wright	Amanda Wright	3820 High View Court	Cumming	GA 30041
Current Owner/s	Douglas Lofgren	Kirsten Lofgren	4715 North River Drive	Cumming	GA 30041
Current Owner/s	Kehley R. Lombardi	Christopher J. Lombardi	3430 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Kara E. Long	Edward E. Long	4710 Old Trail Court	Cumming	GA 30041
Current Owner/s	Harold A. Lowe Jr		3250 Riverhill Court	Cumming	GA 30041
Current Owner/s	John Kevin Lowe	Danielle Lowe	4130 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Jon Luetschwager	Beth Luetschwager	4630 East Point Drive	Cumming	GA 30041

Current Owner/s	Todd A. Lugar	Jennifer Al. Lugar	4235 Eagle Ridge Court	Cumming	GA 30041
Current Owner/s	James W. Madden	Lisa Ann Madden	4285 River Club Drive	Cumming	GA 30041
Current Owner/s	Randy L. Maddox	Regina Maddox	3260 Riverhill Court	Cumming	GA 30041
Current Owner/s	Wanda M. Maddox	Melissa M. Lowry	3425 Silver Lake Court	Cumming	GA 30041
Current Owner/s	Kevin L. Magers	Katie Z. Magers	4670 Springwood Trace	Cumming	GA 30041
Current Owner/s	Peter March	Dana March	4550 North River Drive	Cumming	GA 30041
Current Owner/s	Stephen Marsh		3340 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Alan Martin	Karen Martin	4025 Arrow Head Trail	Cumming	GA 30041
Current Owner/s	Leland E. Martin Jr	Sylvia W. Martin	3730 High View Court	Cumming	GA 30041
Current Owner/s	Scott Martin	Darlene E. Martin	4490 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Thomas Martin		3965 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Gregory S. Massey	Kimberly A. Massey	4665 Springwood Trace	Cumming	GA 30041
Current Owner/s	Charles W. Mattson	Leslie A. Mattson	3415 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	James Clifford Maxwell		3545 Silver Vista Court	Cumming	GA 30041
Current Owner/s	Marilyn Stull May	Jennifer Durbin	3935 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Allen McArthur		4145 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Melissa McCance	Rob McCance	4745 East Point Drive	Cumming	GA 30041
Current Owner/s	Christopher N. McChesney	Constance McChesney	4310 Sugar Creek Lane	Cumming	GA 30041
Current Owner/s	Todd McClelland	Tara McClelland	4555 East Point Drive	Cumming	GA 30041
Current Owner/s	Steven McDermott	Nancy McDermott	4240 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Kevin J. McDonough	Kyla McDonough	4140 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Gerard H. McGinley	Tina P. McGinley	3950 Overlake Drive	Cumming	GA 30041
Current Owner/s	Camron McIntyre	Jill M. McIntyre	4045 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Michael J. McKune	Kelly T. McKune	5010 North River Drive	Cumming	GA 30041
Current Owner/s	Matthew McLaughlin	Arianna G. McLaughlin	3520 Silver Vista Court	Cumming	GA 30041
Current Owner/s	Mark H. McWilliams	Kathleen L. McWilliams	4225 River Club Drive	Cumming	GA 30041
Current Owner/s	Lawrence D. Meadows	Virginia T. Meadows	3435 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Linda P. Meadows	Craig W. Meadows	4740 East Point Drive	Cumming	GA 30041
Current Owner/s	Steve M. Melms	Sara K. Melms	4235 Northfield Lane	Cumming	GA 30041
Current Owner/s	Richard Miles Hughes	April Felice Hughes	3710 High View Court	Cumming	GA 30041
Current Owner/s	Franklin P. Miller	Debbie V. Miller	3405 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Harry Miller	Marilyn W. Miller	3580 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Michael W. Miller	Sharon H. Miller	3595 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Andrea Millonig	Henry J. Millonig	4285 Northfield Lane	Cumming	GA 30041
Current Owner/s	Russell H. Mionie	Jamee W. Mionie	4345 Little Falls Drive	Cumming	GA 30041

Current Owner/s	Joseph A. Mohwish II	Lenka Mohwish	4545 East Point Drive	Cumming	GA 30041
Current Owner/s	William N. Moline	Mary W. Moline	3975 River Club Drive	Cumming	GA 30041
Current Owner/s	Steven Mondibrown	Roxane M. Mondibrown	4105 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Monty M. Montgomery	Sabrina R. Montgomery	3955 River Run Court	Cumming	GA 30041
Current Owner/s	Reid Townsend Moore	Mary Carol Moore	4230 River Park Court	Cumming	GA 30041
Current Owner/s	Marcus Morgan	Ashley Morgan	4635 North River Drive	Cumming	GA 30041
Current Owner/s	Jill S. Morris		3535 Silver Vista Court	Cumming	GA 30041
Current Owner/s	David S. Morrison	Dana S. Morrison	4310 East Timberline Trail	Cumming	GA 30041
Current Owner/s	Angela Mueller	John Mueller	4165 Hedgemore Court	Cumming	GA 30041
Current Owner/s	Peggy Mulkey		4175 Hedgemore Court	Cumming	GA 30041
Current Owner/s	David T. Mull	Angela M. Mull	4015 Hedgemore Court	Cumming	GA 30041
Current Owner/s	Lance Mumpower	Dianna Mumpower	4120 Summerwood Drive	Cumming	GA 30041
Current Owner/s	David Murry	Trudi Murry	4530 Talmon Court	Cumming	GA 30041
Current Owner/s	Christopher R. Mutter	Jamie H. Mutter	3950 River Run Court	Cumming	GA 30041
Current Owner/s	Brian Near	Mitzi Near	3885 Overlake Drive	Cumming	GA 30041
Current Owner/s	Joseph L. Negley	Deborah Y. Negley	3930 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Loren Nelson	Sandra Nelson	3860 Overlake Drive	Cumming	GA 30041
Current Owner/s	Rebecca S. Netzel	Joseph E. Netzel IV	4315 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Bart A. Newell	Yanling Z. Newell	3935 Overlake Drive	Cumming	GA 30041
Current Owner/s	Linh Hoang Nguyen	Mina Nguyen	4910 North River Drive	Cumming	GA 30041
Current Owner/s	Glynn Bryan Nichols	Ila Parker Nichols	4550 East Point Drive	Cumming	GA 30041
Current Owner/s	Lucille Nicolosi		4225 Eagle Ridge Court	Cumming	GA 30041
Current Owner/s	Christopher A. Nies		3705 River Club Drive	Cumming	GA 30041
Current Owner/s	Paul D. Nunn	Corina De Almeida Brito	4635 West River Drive	Cumming	GA 30041
Current Owner/s	Donald Oberlander		3630 Coldwater Court	Cumming	GA 30041
Current Owner/s	Stephen O'Day	Kimberly A. O'Day	3870 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Mark Ayers Roberts	Christine Marie Roberts	3925 River Run Court	Cumming	GA 30041
Current Owner/s	Timothy A. O'Malley	Bonnie J. O'Malley	3550 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Boon Ong	Beng Keat Ong	3270 Riverhill Court	Cumming	GA 30041
Current Owner/s	Bryan Ostrowski	Jennifer Ostrowski	3960 Overlake Drive	Cumming	GA 30041
Current Owner/s	David J. Padgett	Elaine M. Padgett	4740 Old Trail Court	Cumming	GA 30041
Current Owner/s	William J. Pajerski	Susan D. Pajerski	4165 River Club Drive	Cumming	GA 30041
Current Owner/s	Robert Paltz	Suzanne Paltz	4145 Hedgemore Court	Cumming	GA 30041
Current Owner/s	Lynn L. Parrish	James I. Parrish III	4215 Meadow View Court	Cumming	GA 30041
Current Owner/s	Andy B. Parsons	Jennifer S. Parsons	3905 River Club Drive	Cumming	GA 30041

Current Owner/s	Bobbie Narvil Pate	Steve Pate	4055 Charlotte's Overlook	Cumming	GA 30041
Current Owner/s	Jeff Paton	Heather Paton	4420 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Joanne Pauley		4820 North Point Way	Cumming	GA 30041
Current Owner/s	Sharon A. Shannon-Paximadis	John B. Paximadis	4310 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Jonathan Pearson	Christina D. Pearson	4705 North River Drive	Cumming	GA 30041
Current Owner/s	Chad Pender	Sarah F. Pender	4225 Northfield Lane	Cumming	GA 30041
Current Owner/s	Penny A. Penn		3220 Riverhill Court	Cumming	GA 30041
Current Owner/s	Michael R. Perkins	Elizabeth Vanell Perkins	3940 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	John B. Perry	Karen R. Perry	4070 Arrow Head Trail	Cumming	GA 30041
Current Owner/s	John B. Perry	Karen R. Perry	3950 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Kelly L. Phillips	Penny Lawyer Phillips	4120 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Matthew J. Phillips	Lynda D. Phillips	4150 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Paul C. Pinson		3965 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Marisa Pope		4005 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	William J. Pope III	Lynda Pope	3171 Trout Place Road	Cumming	GA 30041
Current Owner/s	Valerie L. Post		3740 River Club Drive	Cumming	GA 30041
Current Owner/s	Dennis Powell	Brenda Powell	4995 North River Drive	Cumming	GA 30041
Current Owner/s	Stephen Pratt	Karin Pratt	4880 North Point Way	Cumming	GA 30041
Current Owner/s	Thomas R. Presten	Majorie H. Presten	4940 Bowman Park Point	Cumming	GA 30041
Current Owner/s	David C. Prince	Amanda N. Prince	4770 Old Trail Court	Cumming	GA 30041
Current Owner/s	Thomas Pusateri	Karrie Pusateri	4875 North River Drive	Cumming	GA 30041
Current Owner/s	Dennis R. Quattlebaum		4390 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Robert E. Radford	Linda J. Radford	3520 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Thomas E. Radick	Marianne Radick	4975 North River Drive	Cumming	GA 30041
Current Owner/s	Glen A. Ragatz	Lynne M. Ragatz	4650 North River Drive	Cumming	GA 30041
Current Owner/s	Jason C. Ramsey		3985 River Club Drive	Cumming	GA 30041
Current Owner/s	Edward G. Rantze	Mavis McCormick-Rantze	4580 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Raymond D. Rattary	Roberta J. Rattary	3505 Silver Vista Court	Cumming	GA 30041
Current Owner/s	Shelley Elizabeth Reardon	Frank Edward Reardon	3940 Summerwood Drive	Cumming	GA 30041
Current Owner/s	John Regan	Joanne Evelyn Regan	380 Whistleberry Drive	Cumming	GA 30041
Current Owner/s	Douglas Rehm	Cecelia Rehm	4215 Eagle Ridge Court	Cumming	GA 30041
Current Owner/s	Kathryn P. Rials	David Scott Rials	3960 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Jackie A. Richards	Brian K. Richards	4340 E Timberline Trail	Cumming	GA 30041
Current Owner/s	John Ragsdale Richards		3530 River Club Drive	Cumming	GA 30041
Current Owner/s	Randle C. Rierson	Christine K. Rierson	4305 Summerwood Drive	Cumming	GA 30041

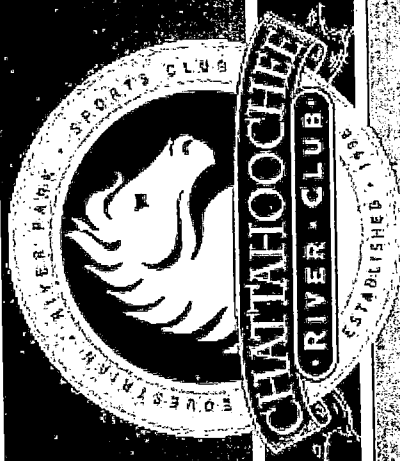
Current Owner/s	David E. Ring	Laura M. Ring	4175 River Club Drive	Cumming	GA 30041
Current Owner/s	Jon T. Ringler	Bernice Ringler	4915 North River Drive	Cumming	GA 30041
Current Owner/s	Brian Risinger	Meghan Risinger	3615 Coldwater Court	Cumming	GA 30041
Current Owner/s	Dave Rittenhouse	Nancy L. Rittenhouse	4625 North River Drive	Cumming	GA 30041
Current Owner/s	Rafael Rivera	Kathy Jeffcoat Robinson	3875 Overlake Drive	Cumming	GA 30041
Current Owner/s	Keith B. Robinson	Susan Rogers	3915 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Stephen K. Rogers	Jane F. Rohr	4430 Woodside Court	Cumming	GA 30041
Current Owner/s	Robert D. Rohr	Jean A. Romfo	4160 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Bret T. Romfo	Lori A. Rook	4890 North River Drive	Cumming	GA 30041
Current Owner/s	Richard A. Rook	Lisa Krohn Ross	3915 Overlake Drive	Cumming	GA 30041
Current Owner/s	John Henry Ross	Mary Rothermel	4690 Springwood Trace	Cumming	GA 30041
Current Owner/s	Steven Rothermel	Shannon M. Rudd	3925 River Club Drive	Cumming	GA 30041
Current Owner/s	Clifford S. Rudd	Bobby B. Russell, SR	3225 Bentwood Close	Cumming	GA 30041
Current Owner/s	Bobby B. Russell Jr.	Audrey R. Ryan	4510 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Timothy David Ryan	Maria Eusebia Viray	3565 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Michael Robert Ryder	Catherine J. Sakal	3940 River Run Court	Cumming	GA 30041
Current Owner/s	Edwin Richard Sakal	Sheryl J. Sampson	4015 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Robert C. Sampson	Jessica C. Sanders	4435 Woodside Court	Cumming	GA 30041
Current Owner/s	Victor V. Sanders	Katie Sands	3930 Overlake Drive	Cumming	GA 30041
Current Owner/s	Chad P. Sands	Anne Schauer	3930 River Run Court	Cumming	GA 30041
Current Owner/s	David Schauer	Lois E. J. Schilling	4540 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Allen W. Schilling	Valisa Lynne Schindler	3830 High View Court	Cumming	GA 30041
Current Owner/s	Richard Schindler	Robin M. Kolvek	3540 Silver Vista Court	Cumming	GA 30041
Current Owner/s	Daileen B. Schippmann	Melissa Gorsuch	4895 North Point Way	Cumming	GA 30041
Current Owner/s	Tim Schippmann	Debra D. Schmidt	3920 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Gordon W. Schmidt	Debbie M. Schmuckal	4625 Wood Cove Trail	Cumming	GA 30041
Current Owner/s	Kevin P. Schmuckal	Bridget M. E. Scott	4220 River Park Court	Cumming	GA 30041
Current Owner/s	Donald E. Scott	Veronica Lee Scott	3405 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Keith A. Scott	Jonell Scott	3430 Trail's Head Court	Cumming	GA 30041
Current Owner/s	Robert Lee Scott		5020 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Margaret A. Sestak	Diane Shapiro	3540 River Club Drive	Cumming	GA 30041
Current Owner/s	Alan Shapiro		3935 River Run Court	Cumming	GA 30041
Current Owner/s	Howard Shelton	Dana C. Sherrill Jr	4720 Hedge Club Court	Cumming	GA 30041
Current Owner/s	Ami Iseman Sherrill	Cholpiya Shiko	4220 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Jeffrey T. Shiko		3950 Rolling Hills Drive	Cumming	GA 30041

Current Owner/s	Dixie L. Shoemaker	William E. Shoemaker	4110 Sugar Creek Lane	Cumming	GA 30041
Current Owner/s	Brian Short	Ginny Short	3510 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Mendy C. Short	Jack M. Short III	4020 River Club Drive	Cumming	GA 30041
Current Owner/s	Michael A. Short	Aydee Short	4845 North River Drive	Cumming	GA 30041
Current Owner/s	Leonid Sidilkovskii	Kimberly Sidilkovskii	4705 Springwood Trace	Cumming	GA 30041
Current Owner/s	Ralph Sikes	Mary P. Sikes	4425 Sugar Creek Lane	Cumming	GA 30041
Current Owner/s	Julie M. Simon	Michael C. Kopp	4560 East Point Drive	Cumming	GA 30041
Current Owner/s	Michael Daniel Sims	Tara Amanda Sims	4105 Hedgemore Court	Cumming	GA 30041
Current Owner/s	Michael R. Sleister	Joanie M. Sleister	4265 Northfield Lane	Cumming	GA 30041
Current Owner/s	Andrew L. Smith	Maureen E. Smith	3950 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Michael A. Smith	Julia A. Smith	3525 Silver Vista Court	Cumming	GA 30041
Current Owner/s	Timothy J. Smith	Patricia Elaine Smoley	3535 Woodbury Court	Cumming	GA 30041
Current Owner/s	Andrew Smoley	Tammy A. Smyth	4055 Arrow Head Trail	Cumming	GA 30041
Current Owner/s	Brian E. Smyth	Heidi M. Snarey	4050 Arrow Head Trail	Cumming	GA 30041
Current Owner/s	Thomas L. Snarey		4715 Hedge Club Court	Cumming	GA 30041
Current Owner/s	Christiano Sousa		4015 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Stephen C. Southwick	Pamela O. Southwick	4535 East Point Drive	Cumming	GA 30041
Current Owner/s	Michael J. Spaulding	Janet R. Spaulding	3715 River Club Drive	Cumming	GA 30041
Current Owner/s	Scott D. Specker	Sharon M. Specker	4185 River Club Drive	Cumming	GA 30041
Current Owner/s	Jeffrey Spera	Victoria M. Spera	4110 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Mark A. Spicer	Wendi J. Spicer	4920 Pond Ridge Lane	Cumming	GA 30041
Current Owner/s	David Anthony Stark	Sarah E. Stark	4860 North River Drive	Cumming	GA 30041
Current Owner/s	Robert W. Stellmacher	Suzanne Stellmacher	3275 Bentwood Close	Cumming	GA 30041
Current Owner/s	Bob Stepnicka	Jill K. Stepnicka	5015 North River Drive	Cumming	GA 30041
Current Owner/s	Nancy Stewart	Harry Stewart	4235 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Larry Stidham	Janet M. Farmer	3855 Overlake Drive	Cumming	GA 30041
Current Owner/s	David A. Stiers	Stephanie Stiers	3650 Coldwater Court	Cumming	GA 30041
Current Owner/s	Cassandra B. Stinson	Larry R. Stinson	4435 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Terri Stinson	Remona Stoker	4130 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Julian Stoker	Carrie L. Stone	4525 East Point Drive	Cumming	GA 30041
Current Owner/s	Dean M. Stone	Heidi A. Stoneking	3625 Woodbury Point	Cumming	GA 30041
Current Owner/s	Christopher T. Stoneking	Jacqueline Marie Stouse	4450 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Kevin F. Stouse	Sherylin Stoveken	4065 Arrow Head Trail	Cumming	GA 30041
Current Owner/s	Eric L. Stoveken	Jennifer K. Street	3625 Coldwater Court	Cumming	GA 30041
Current Owner/s	Brian P. Street		4015 Little Falls Drive	Cumming	GA 30041

Current Owner/s	Shane Stroud	Andrea Stroud	4615 East Point Drive	Cumming	GA 30041
Current Owner/s	Thomas I. Styles	Donna L. Styles	3965 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Brian T. Sullivan	Pixie A. Sullivan	3985 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Jeb H. Sundgren	Kelly C. Sundgren	3435 Bentwood Drive	Cumming	GA 30041
Current Owner/s	Wayne E. Suss	Christine P. Suss	4720 Old Trail Court	Cumming	GA 30041
Current Owner/s	Chad Sutherland	Anna Sutherland	3940 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Brooks Alan Swanson	Amanda Samples Swanson	4970 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Jeffrey L. Swart	Kristi L. Swart	3635 Coldwater Court	Cumming	GA 30041
Current Owner/s	David S. Swift	Tammy A. Swift	4270 River Club Drive	Cumming	GA 30041
Current Owner/s	Scott Robert Sykes	Debbie Sykes	3975 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Ferdinand P. Tanjuatco	Lisa B. Tanjuatco	4535 North River Drive	Cumming	GA 30041
Current Owner/s	Brian E. Tansy	Heather Waring Tansy	4705 Hedge Club Court	Cumming	GA 30041
Current Owner/s	Joseph Tarantino	Erin Tarantino	3840 Overlake Drive	Cumming	GA 30041
Current Owner/s	Tariq Ahsen Ali		3315 Silver Lake Drive	Cumming	GA 30041
Current Owner/s	Matthew D. Tesvich	Sheri L. Tesvich	4620 Wood Cove Trail	Cumming	GA 30041
Current Owner/s	Srinivasulu Thadikamalla	Naga Padmavathi Thadikamalla	4295 River Club Drive	Cumming	GA 30041
Current Owner/s	Carla M. Thomas	Gerald C. Thomas	4135 River Club Drive	Cumming	GA 30041
Current Owner/s	Carrie Elizabeth Thomas	Britt Steadman Thomas	4125 River Club Drive	Cumming	GA 30041
Current Owner/s	Ian A. Thomas	Elizabeth J. Thomas	3430 Silver Lake Court	Cumming	GA 30041
Current Owner/s	Jeffrey S. Thomas	Teresa S. Thomas	3605 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Wesley Cory Thomas	Lisa Jackson Thomas	3640 Woodbury Point	Cumming	GA 30041
Current Owner/s	Gary Thompson	Cathi Thompson	3655 Coldwater Court	Cumming	GA 30041
Current Owner/s	Gary Thompson	Cathy Lynn Thompson	4750 Springwood Trace	Cumming	GA 30041
Current Owner/s	William Thompson	Linda Irene Thompson	4760 Old Trail Court	Cumming	GA 30041
Current Owner/s	Timothy Thomson	Keri Thomson	4415 Woodside Court	Cumming	GA 30041
Current Owner/s	David Thurmond	Marcie L. Thurmond	4960 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Gerald W. Tilenis	Susan M. Tilenis	3555 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Christopher A. Torchia	Stacey M. Torchia	4325 East Timberline Trail	Cumming	GA 30041
Current Owner/s	Joseph Toth	Kristin M. Toth	3420 Silver Lake Court	Cumming	GA 30041
Current Owner/s	Kay B. Traynor	Carl E. Traynor	3835 High View Court	Cumming	GA 30041
Current Owner/s	Barclay C. Trimble		4545 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Christopher A. Tucker	Lauren B. Tucker	3545 River Club Drive	Cumming	GA 30041
Current Owner/s	Kathy Kelley Tucker	G. Michael Tucker	4210 Summerwood Drive	Cumming	GA 30041
Current Owner/s	James J. Tully Jr	Kristi M. Tully	3850 Overlake Drive	Cumming	GA 30041
Current Owner/s	Todd Turk	Deidre Turk	4530 East Point Drive	Cumming	GA 30041

Current Owner/s	Tony M. Turner	Kim Mary Koutsoudis	4450 River Park Court	Cumming	GA 30041
Current Owner/s	Marcie Coleen Turner	Christopher L. Turner	4155 River Club Drive	Cumming	GA 30041
Current Owner/s	Ray S. Underwood	Lisa R. Underwood	4460 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Sheldon L. Utz	Nancy Utz	3650 River Club Drive	Cumming	GA 30041
Current Owner/s	Robert V/ Valeo	Hollie L. Valeo	4110 Hillsborough Close	Cumming	GA 30041
Current Owner/s	Jean Van der Sommen	Frank Van der Sommen	4940 North River Drive	Cumming	GA 30041
Current Owner/s	Margriet Van de Steeg	Adriaan Van der Beek	4210 River Park Court	Cumming	GA 30041
Current Owner/s	Carlos A. Vazquez	Norma J. Vazquez	3715 High View Court	Cumming	GA 30041
Current Owner/s	Barbara Elizabeth Vella		4250 River Club Drive	Cumming	GA 30041
Current Owner/s	Jeffrey Vetter	Tracee Vetter	4130 Inverness Point	Cumming	GA 30041
Current Owner/s	Danny P. Viti	Laura J. Viti	4510 Talmon Court	Cumming	GA 30041
Current Owner/s	Nicholas J. Vitterite	Jill R. Vitterite	4340 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Matthew Vitti	Sandy Vitti	4890 North Point Way	Cumming	GA 30041
Current Owner/s	Thomas G. Volk	Jennifer S. Volk	4225 River Park Court	Cumming	GA 30041
Current Owner/s	Trisha Carlson Vollandt		4655 Springwood Trace	Cumming	GA 30041
Current Owner/s	Kimberly Vollrath	Steven Vollrath	4530 North River Drive	Cumming	GA 30041
Current Owner/s	James A. Wallace	Julie K. Wallace	4020 Hedgemore Court	Cumming	GA 30041
Current Owner/s	Scott J. Walsh	Alissa R. Walsh	5025 North River Drive	Cumming	GA 30041
Current Owner/s	Mark L. Warner	Ellen S. Warner	3197 Trout Place Road	Cumming	GA 30041
Current Owner/s	Phillip P. Warren	Cynthia M. Warren	3450 Silver Lake Pt	Cumming	GA 30041
Current Owner/s	Randall P. Warrens	Lorraine M. Warrens	3610 Hidden Lake Drive	Cumming	GA 30041
Current Owner/s	Leandro Wartelski	Michelle Wartelski	3975 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Jeff Watkins	Kristy Watkins	4980 North River Drive	Cumming	GA 30041
Current Owner/s	Leonard Watson	Edna Watson	3465 Silver Lake Point	Cumming	GA 30041
Current Owner/s	Mike Watson	Shellie Watson	3620 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	William G. Watson Jr	Heather P. Watson	3960 River Club Drive	Cumming	GA 30041
Current Owner/s	Gregg F. Webber	Janet E. Webber	4035 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Mark Weinstein		5030 Bowman Park Point	Cumming	GA 30041
Current Owner/s	Rebecca A. Welch	Kenneth L. Welch	3950 Two Rivers Drive	Cumming	GA 30041
Current Owner/s	Cameron Wells	Mary Kate Wells	4630 West River Drive	Cumming	GA 30041
Current Owner/s	Jeffrey D. Wells	Amy Lee Wells	4725 Spring Wood Trace	Cumming	GA 30041
Current Owner/s	Kelly F. Wende	Seth A. Wende	4745 Old Trail Court	Cumming	GA 30041
Current Owner/s	Mark Werner		3725 River Club Drive	Cumming	GA 30041
Current Owner/s	Robert E. Wesley Jr		4235 Meadow View Court	Cumming	GA 30041
Current Owner/s	Jack Paul Whaley	Kathleen Whaley	3625 Woodbury Creek Drive	Cumming	GA 30041

Current Owner/s	William Whaley	Michele Chantal Whaley	3605 Woodbury Creek Drive	Cumming	GA 30041
Current Owner/s	Ronald K. Wheelles	Slade W. Wheelles	3805 High View Court	Cumming	GA 30041
Current Owner/s	Gregory A. Whitacre	Patricia B. Whitacre	4830 North Point Way	Cumming	GA 30041
Current Owner/s	Eric White	Valerie Bilodeau	4930 Pond Ridge Lane	Cumming	GA 30041
Current Owner/s	Steven W. White	Doreen M. White	4140 Hillsborough Close	Cumming	GA 30041
Current Owner/s	Scott R. Whitehead	Michelle N. Whitehead	3163 Trout Place Road	Cumming	GA 30041
Current Owner/s	Robert D. Whitehorn	Ronda J. Whitehorn	3975 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Frederick Whitney Sr.		3645 River Club Drive	Cumming	GA 30041
Current Owner/s	Gerard A. Wichalonis	Kimberly E. Wichalonis	4360 Little Falls Drive	Cumming	GA 30041
Current Owner/s	Brad T. Williams	Keri A. Williams	4685 Spring Wood Trace	Cumming	GA 30041
Current Owner/s	Dennis Williams	JoAnn Williams	4720 East Point Drive	Cumming	GA 30041
Current Owner/s	Wes Williams	Lara Williams	3150 Trout Place Road	Cumming	GA 30041
Current Owner/s	Greg A. Williamson	Rena Lee Williamson	4920 North Point Way	Cumming	GA 30041
Current Owner/s	David Willis	Erin Willis	4255 Northfield Lane	Cumming	GA 30041
Current Owner/s	Donald B. Willis	Pamela K. Willis	4405 Little Falls Drive	Cumming	GA 30041
Current Owner/s	John E. Wilson	Audrey E. Wilson	3995 Rolling Hills Drive	Cumming	GA 30041
Current Owner/s	Mark Wilson		4520 North River Drive	Cumming	GA 30041
Current Owner/s	Roger Gerald Wilson	Nancy Fite Wilson	4045 Arrow Head Trail	Cumming	GA 30041
Current Owner/s	Brandon Winn	Juliet A. Winn	4120 Inverness Point	Cumming	GA 30041
Current Owner/s	Michael H. Winn	Alicia R. Winn	3730 River Club Drive	Cumming	GA 30041
Current Owner/s	Steven C. Winski	Christine M. Winski	4550 Summerwood Drive	Cumming	GA 30041
Current Owner/s	William L. Winslow	Muriel M. Winslow	4120 Sugar Creek Lane	Cumming	GA 30041
Current Owner/s	David A. Winter	Jill C. Winter	4445 River Park Court	Cumming	GA 30041
Current Owner/s	Robert C. Wolf	Nola A. Wolf	3805 Overlake Drive	Cumming	GA 30041
Current Owner/s	Cindy Woodward		3435 Silver Lake Court	Cumming	GA 30041
Current Owner/s	Jonathan D. Wright	Karen E. Wright	4045 Summerwood Drive	Cumming	GA 30041
Current Owner/s	Byron Taylor Yancey III	Suzanne C. Yancey	4820 Pond Ridge Lane	Cumming	GA 30041
Current Owner/s	William R. Yeager	Jessica R. Yeager	4725 Old Trail Court	Cumming	GA 30041
Current Owner/s	Peiguang Zhao	Jinhua Zhao	3840 High View Court	Cumming	GA 30041
Current Owner/s	David J. Zimmer	Jin J. Zimmer	3820 Overlake Drive	Cumming	GA 30041



Welcome Visitor SiteMap Login


Chattahoochee River Club Homeowners Association


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Location: 3450 Bentwood Drive, Cumming, GA 30041


PLEASE NOTE: The equestrian facility is a private business, independently owned and operated, and is not affiliated with the CRC Homeowners Association.



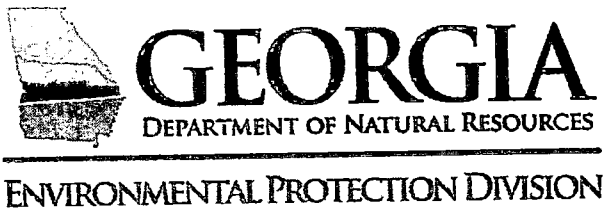
 John Richards, Chattahoochee River Club - 13 Nov
It is concerning for CRC since we are an Equestrian themed development with
2 1/2 miles of horse trails. I hope we can keep it as a horse facility, if not with
Vinay Bose then with another owner.

 Thank 6 Thanks

 John Richards, Chattahoochee River Club - 13 Nov
Ah darn, I thought you were going to charge over there and give him heck!

 Thank 3 Thanks





Richard E. Dunn, Director

Mountain District Office
16 Center Road
Cartersville, Georgia 30121
770-387-4900

Correspondence:
Post Office Box 3250
Cartersville, Georgia 30120

September 17, 2018

Teague and Chambless, LLLP
Mr. Stuart Teague
110 Samaritan Drive, Suite 109
Cumming, Georgia 30040

RE: Status Letter
Chattahoochee River Club Equestrian
Facility (Site)
3450 Bentwood Drive
Cumming, Georgia 30041
Forsyth County

Dear Mr. Teague:

On September 10, 2018, representatives of the Georgia Environmental Protection Division (EPD) provided technical assistance at the Site. The enclosed report details the results of the site visit.

Please contact myself at (770) 387-4900 to discuss any questions that you may have regarding this matter.

Sincerely,

Caroline Dalis
Environmental Specialist
Mountain District Office

Enclosure: Inspection Report





GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Mountain District Office
16 Center Road
Cartersville, Georgia 30121
770-387-4900

Correspondence:
Post Office Box 3250
Cartersville, Georgia 30120

Trip Report

CONTACT: Mommies Properties, LLC

SITE NAME: Chattahoochee River Club Equestrian Facility

LOCATION: 3450 Bentwood Drive, Cumming, Georgia 30041

COUNTY: Forsyth

TRIP BY: Caroline Dalis, Environmental Specialist

DATE AND TIME OF INVESTIGATION: September 10, 2018 at 2:00 pm

REFERENCE: Provide Technical Assistance

DISCUSSION: EPD personnel provided technical assistance for the property identified as Chattahoochee River Club Equestrian Facility (hereinafter "Site"). The local issuing authority (LIA) of Forsyth County asked for guidance and confirmation whether the land disturbing activity within the stream buffer located off Bentwood Drive in Cumming, Georgia is in violation of the Georgia Erosion and Sedimentation Act (hereinafter "GESA"). During the site visit, EPD personnel met with Mr. Vinay Bose, the property owner and Mr. Stuart Teague of Teague and Chambless, LLLP. Mr. Bose informed EPD that the area in question is used as a holding area for horses. According to O.C.G.A § 12-7-6 (15) from GESA, there is a state-mandated twenty-five (25) foot stream buffer for State Waters classified as "warm-water streams" therefore, making it unlawful to conduct land disturbing activities within the buffer without first obtaining a variance from the Director. However, as per GESA, "agricultural operations as defined in Code Section 1-3-3 to include those practices involving the establishment, cultivation, or harvesting of products of the field or orchard; the preparation and planting of pasture; farm ponds; dairy operations; livestock and poultry management practices; and the construction of farm buildings" are exempt from the buffer regulations. Therefore, at the time of the site visit, EPD determined that any land disturbing activity conducted within the state-mandated buffer that comply with the agricultural exemption as stated in GESA would not have required a stream buffer variance. However, EPD informed Mr. Bose that if the Site is not stabilized during land disturbing activity then the Site has the potential for violations of the Georgia Water Quality Act. EPD informed Mr. Bose to contact myself or Forsyth County if he had any additional questions or comments.

Reviewed By: Kevin Dallmier
Kevin Dallmier, Program Manager

Date: 9-17-18



DEPARTMENT OF THE ARMY
SAVANNAH DISTRICT, CORPS OF ENGINEERS
1590 ADAMSON PARKWAY
SUITE 200
MORROW, GEORGIA 30260
SEP 24 2018

Regulatory Division
SAS-2018-00680

Mr. Vinay Bose
Mommies Properties, LLC
3450 Bentwood Drive
Cumming, Georgia 30041

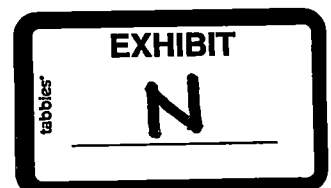
Dear Mr. Bose:

We have recently received information that you are preparing to construct or have rerouted a stream bed and/or filled in wetlands at the property located at 3450 Bentwood Drive, Forsyth County, Georgia (Latitude 34.134793, Longitude -84.096271). This project has been assigned number SAS-2018-00680. Please refer to this number in any future correspondence.

Based on our review of the information received, you are cautioned that your project may involve work in waters of the United States that are considered to be within the jurisdiction of Section 404 of the Clean Water Act (CWA) and/or Section 10 of the Rivers and Harbors Act (RHA). The placement of dredged or fill material into any waterways and/or their adjacent wetlands, including material re-deposited during mechanized land clearing or excavation of those wetlands, would likely require prior Department of the Army authorization. Proceeding with such work, without proper authorization, may result in our initiating a CWA and/or RHA enforcement action. The performance of unauthorized work may subject you to civil and/or criminal prosecution. Civil fines of up to **\$10,000** per day of violation and criminal fines of up to **\$50,000** per day of violation may be assessed, along with imprisonment. Injunctive relief, including restoration of any disturbed area may also be required.

We request that you provide us with the following within 30 days of the date of this letter, so that we can determine if the work being conducted is in an area subject to our jurisdiction:

- a. Location map and County soils map.
- b. Plan view drawing of the proposed work.
- c. Any information you have regarding wetlands, streams, or other waters at the site.



To avoid any potential violations at the site, we recommend hiring an experienced environmental consultant to evaluate the property for the presence of jurisdictional waters and wetlands, prior to performing any work at the site. The internet and local phone books are a good place to locate environmental consultants that can assist you with such issues.

If the proposed project involves construction of a pond, we suggest that you consider the following prior to responding to this letter:

a. Irrigation Ponds: For ponds constructed to irrigate a commercial farm or ranch, we strongly urge you to contact your local U.S. Department of Agriculture, Natural Resources Conservation Office at <http://www.ga.nrcs.usda.gov> for assistance in developing a Farm Pond Exemption Information Paper and water budget for submission and request for determination from this office.

b. Recreational Ponds: Small private, single family, non-commercial recreational ponds may qualify for authorization pursuant to Savannah District, Regional Permit No. 90, which can be viewed at <http://www.sas.usace.army.mil/Missions/Regulatory/Permitting/GeneralPermits/RegionalGeneralPermits.aspx>.

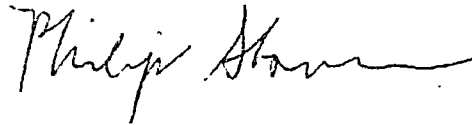
To learn more about our program you may want to access our website located at <http://www.sas.usace.army.mil/regulatory>.

A copy of this letter is being provided to the following party: Mr. Stuart Teague, Teague & Chambless, LLLP, 110 Samaritan Drive, Suite 109, Cumming, Georgia 30040

Thank you in advance for completing our on-line Customer Survey Form located at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. We value your comments and appreciate your taking the time to complete a survey each time you have interaction with our office.

If you have any questions, please call Alexander Meincke, Regulatory Specialist at (678) 422-2724.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip Shannin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Philip Shannin
Team Lead
Piedmont Section