



<u>Tract</u>	<u>Specific Areas</u>	<u>Density Units</u>	<u>To be Annexed By</u>
I	Off Wedgewood Drive	26	6/15/2001
II	To be determined	25	6/15/2006
III	To be determined	25	6/15/2011
IV	To be determined	25	6/15/2016
V	To be determined	<u>59</u>	6/15/2021
<b>Total Density Units</b>		<b>160</b>	

The parties will utilize the agreed upon form of Supplemental Declaration attached hereto as Exhibit C to annex each tract of the Waterford Property. BCC's and Association's obligations for annexation of the subsequent tracts are conditioned upon WMP's compliance with all of the terms and conditions of this Agreement.

4. Monetary Consideration. WMP agrees to pay BCC for its support and consent of this annexation, the terms and conditions of which are set forth in a separate agreement.

5. Assessments - As specific tracts of the Waterford Property are annexed, such portions will be subject to the maintenance assessments described under the Covenants referenced above in Paragraph 1. Because the Waterford Property is intended for single family residential use only, ultimately once residential lots are created and sold to third party buyers by WMP, the Class A Covenants, October 9, 1972, for Single Family Detached Dwelling Areas, dated October 9, 1972, and recorded in Book 23 at Page 198 in the Pickens County Records and in Book 19 at Page 290 in the Dawson County Records, as amended, shall be applicable and the Class A Residential Lot Assessment shall be applicable to said lots. Until such a sale by WMP to a third party buyer, all acreage belonging to WMP contained within the annexed portion of the Waterford Property shall be assessed according to the proposed Amendment to the General Declaration attached to this Agreement as Exhibit D. This Amendment is subject to the approval of the Association as set forth in Paragraph 15 below. BCC and Association agree to present this Amendment to the General Declaration for consideration at a Special Meeting of the Association; however, BCC does not warrant or represent that such an Amendment will be adopted. In the event that such Amendment is not adopted, this Agreement shall become null and void.

6. Right of First Refusal - In the event any of the Waterford Property, as defined above, is sold in bulk, BCC shall have forty-five (45) days from receipt of the bona fide offer to exercise its right of first refusal to purchase the property at the same price and on the same terms as those set forth in said offer to purchase. If BCC waives its right of first refusal and the property is sold by WMP to a third party, said third party shall be subject to the terms and conditions of this Agreement.

7. Architectural Requirement Annexed portions of the Waterford Property will be subject to the general architectural requirements of the General Declaration and the Class A Covenants. As a separate neighborhood, additional guidelines may be established for Waterford. The guidelines attached hereto as Exhibit "B" have been approved by BCC. Any variation from said guidelines must be approved by BCC in writing.

8. Roadways - Any and all roads constructed on the annexed portions of the Waterford Property must be built at a minimum to the same construction standards as in Big Canoe. Said roadways, as well as any common green areas, shall ultimately be turned over to the Association in the same manner as the roadways and common green areas in Big Canoe are turned over by BCC.

9. Lakes - Any lakes existing or constructed by WMP on the annexed portions of the Waterford Property shall only be used for fishing and boating and shall ultimately be turned over to the Association at no cost and in the same manner as other common facilities in Big Canoe are turned over by BCC to the Association. WMP reserves the right to withdraw water from said lakes for emergency fire protection or other emergency water needs.

10. Water - WMP will be responsible for supplying water to each home site within the Waterford Property through individual wells. Big Canoe Utility Company, Inc. ("BCUC") is not obligated to provide domestic water supply to the Waterford Property. Notwithstanding the foregoing, however, the five lots which will be adjacent to Wedgewood Drive shall be supplied water by BCUC from the water line existing in Wedgewood Drive, and shall be subject to the following fees: 4 water tap fees at a cost of \$2,500 per tap and the final tap shall be subject to a fee of \$1,800. Additionally, WMP agrees to pay BCUC for the cost to design and install a water line and single meter from the Wedgewood Drive system to the Waterford Property line, dedicated solely to fire protection, and will pay BCUC for any water used from that hydrant. WMP agrees that it shall provide sufficient fire protection capability to the Waterford Property in such a manner that the number ISO '5' rating in the remainder of Big Canoe is not compromised. Evidence that the Waterford fire protection system satisfies this condition shall be provided by WMP for each tract as a condition precedent to the annexation.

11. Development Standards - In its development of the Waterford Property, WMP shall be responsible to comply with all Federal, State, and County development standards. As an example of same, WMP shall install and maintain an appropriate and comprehensive system of Best Management Practices for erosion control as required by the Georgia Water Quality Control Act and the document "Manual for Erosion Sediment Control in Georgia" and shall comply with the Georgia NPDES permitting requirements as a Primary Permittee in a common development.

12. Listing Agreement - WMP agrees to enter into an exclusive listing agreement with Big Canoe Realty for the sale of any of the Waterford Property, the terms and conditions of which shall be set forth in said listing agreement.

13. Costs - Any and all costs incurred by BCC and/or the Association to implement this annexation, including without limitation recording fees and legal fees will be reimbursed to BCC, and/or the Association as applicable, by WMP at the time of annexation of Tract I. The costs for Tract I are estimated not to exceed \$6,000.00. Any subsequent costs of future phased annexations shall be limited to surveying fees, recording fees, and legal fees not to exceed \$2,000 for each phase. These fees will be reimbursed by WMP to BCC and/or the Association at the time the subsequent tract is annexed.

14. Agreement Binding - The Agreement is binding upon the parties hereto, their respective successors and assigns.

15. Association Approval - The obligations of all parties hereunder are conditioned upon the ultimate approval by a vote of the Association members of the Supplemental Declaration attached hereto as Exhibit C and the Amendment to General Declaration attached hereto as Exhibit D. Immediately upon execution of this Agreement, BCC and the Board of the Association shall commence the process for the Association vote on the Exhibit C Supplemental Declaration and Exhibit D Amendment. Upon a successful Association vote, the annexation process shall then commence for the initial tract of the Waterford Property.

16. Recordation - This Agreement shall be recorded in the land records of Pickens County, Georgia and shall run with and be binding upon the Waterford Property.

17. Miscellaneous - This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. This Agreement represents the entire Agreement between the parties regarding the annexation of the Waterford Property. All other understandings and agreements, whether written or verbal, are merged herein and superseded by this Agreement. This Agreement may not be rescinded, modified or amended, in whole or in part, except by an instrument in writing signed by the parties hereto. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees and court costs to be fixed by the arbitrator, trial court, and/or appellate court. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

WITNESSES

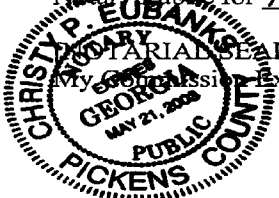
Jesa F. Thomason  
Unofficial Witness

Christy P. Eubanks  
Notary Public for Pickens County  
[NOTARIAL SEAL]  
My Commission Expires: 5-21-03



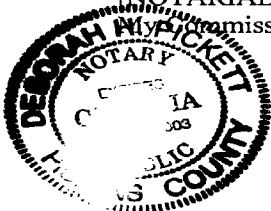
Jesa Thomason  
Unofficial Witness

Christy P. Eubanks  
Notary Public for Pickens County  
[NOTARIAL SEAL]  
My Commission Expires: 5-21-03



Tina Perry  
Unofficial Witness

Deborah H. Pickett  
Notary Public for Pickens County  
[NOTARIAL SEAL]  
My Commission Expires: 10/3/2003



BCC:  
BIG CANOE COMPANY, LLC  
By: The Byrne Corporation of Georgia,  
Member  
By: William Byrne  
Its: PRESIDENT

Attest: Nancy Clark  
Its: EXECUTIVE VICE PRESIDENT

WMP:  
WATERFORD MOUNTAIN PROPERTIES,  
LP, a GEORGIA LIMITED PARTNERSHIP

By: Billie Ann Rice  
Its: General Partner

Attest: Kenneth A. Rice  
Its: General Partner

ASSOCIATION:  
BIG CANOE PROPERTY OWNERS  
ASSOCIATION, INC.

By: Robert B. Turner  
Its: PRESIDENT

Attest: Nancy Clark  
Its: SECRETARY

Waterford PropertyMETES AND BOUNDS DESCRIPTION  
WATERFORD SUDDIVISION LANDS

ALL THAT TRACT or parcel of land lying and being in Land Lots 17, 18, 20, 21, 22, 56 and 57 of the 4th District, 2nd Section, Pickens County, Georgia as shown on a compiled plat for Waterford Development prepared by Gallagher and Associates, R.L.S. dated April 9, 2001 and being more particularly described as follows:

BEGINNING AT A POINT which is the common corner of Land Lots 21, 22, 55 and 56 of the 4th District, 2nd Section, Pickens County, Georgia; thence West and along the South line of Land Lot 22 South 88 degrees 09 minutes 27 seconds West 241.81 feet to a point; thence North 88 degrees 48 minutes 24 seconds West 213.47 feet to a 3 inch iron pipe found which is the Southeast corner of lot number 2991 of the Wedgewood Neighborhood in the Big Canoe Subdivision; thence along the East line of said Lot number 2991 North 00 degrees 18 minutes 24 seconds East 592.97 feet to a point which is the Northeast corner of said Lot number 2991; thence North 00 degrees 25 minutes 39 seconds East 152.21 feet to a point; South 89 degrees 39 minutes 32 seconds West 44.19 feet to a point located on the East right-of-way line of Wedgewood Drive ( a 50 foot right-of-way ); thence continuing along the East right-of-way line of Wedgewood Drive North 34 degrees 35 minutes 17 seconds West 233.60 feet to a point of curvature of a curve to the right ( which curve is subtended by a chord bearing North 29 degrees 39 minutes 28 seconds West for a distance of 51.19 feet to the point of tangency ); thence North 24 degrees 43 minutes 38 seconds West 148.50 feet to a point of curvature of a curve to the left ( which curve is subtended by a chord bearing North 42 degrees 03 minutes 05 seconds West for a distance of 72.17 feet to the point of tangency ); thence North 59 degrees 22 minutes 43 seconds West 140.34 feet to a point of curvature of a curve to the right ( which curve is subtended by a chord bearing North 31 degrees 03 minutes 34 seconds West for a distance of 29.04 feet to the point of tangency ); thence North 02 degrees 35 minutes 12 seconds West 113.92 feet to a point of curvature of a curve to the left ( which curve is subtended by a chord bearing North 10 degrees 44 minutes 45 seconds West for a distance of 66.36 feet to a point of compound curvature ); thence along a curve to the left ( which curve is subtended by a chord bearing North 25 degrees 57 minutes 49 seconds West for a distance of 57.46 feet to the point of tangency ); thence North 33 degrees 01 minutes 42 seconds West 116.87 feet to a point of curvature of a curve to the right ( which curve is subtended by a chord bearing North 12 degrees 02 minutes 16 seconds East for a distance of 14.04 feet to the point of tangency ); thence North 57 degrees 03 minutes 18 seconds East 138.30 feet to a point of curvature of a curve to the left ( which curve is subtended by a chord bearing North 41 degrees 08 minutes 09 seconds East for a distance of 84.53 feet to a point of compound curvature ); thence along a curve to the left ( which curve is subtended by a chord bearing North 18 degrees 16 minutes 25 seconds East for a distance of 48.60 feet to a point which is the Southwest corner of Lot number 2470 of the Wedgewood Neighborhood Phase II in the

Big Canoe Subdivision: thence leaving the East right-of-way line of Wedgewood Drive and running East along the South line of said Lot number 2470 South 86 degrees 42 minutes 30 seconds East 358.74 feet to a point which is the Southeast corner of said Lot number 2470; thence North along the East line of said Lot number 2470 North 00 degrees 15 minutes 16 seconds West 84.46 feet to a point; thence continuing along the East line of said Lot number 2470 North 00 degrees 15 minutes 27 seconds West 175.79 feet to an iron pin found which is the Northeast corner of said Lot number 2470 and the Southeast corner of lands of the Big Canoe Property Owners Association ( P.O.A. ) Golf Course; thence continuing along the East line of said Big Canoe P.O.A. Golf Course North 00 degrees 15 minutes 27 seconds West 664.71 feet to a 2 inch iron pipe found; thence North 00 degrees 16 minutes 48 seconds West 479.59 feet to a point; thence South 39 degrees 40 minutes 00 seconds East 82.13 feet to a point located on the South right-of-way line of Wilderness Parkway Extension ( a right-of-way of varying widths ); thence continuing along the South right-of-way line of Wilderness Parkway Extension North 63 degrees 17 minutes 00 seconds East 253.30 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 37.53 feet ) 32.79 feet to the point of tangency; thence South 66 degrees 39 minutes 25 seconds East 230.00 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 14.17 feet ) 7.03 feet to the point of tangency; thence South 38 degrees 13 minutes 22 seconds East 30.00 feet to a point of curvature; thence along the arc of a curve to the left ( which arc has a radius of 320.96 feet ) 260.05 feet to the point of tangency; thence South 84 degrees 38 minutes 42 seconds East 60.00 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 36.03 feet ) 25.00 feet to the point of tangency; thence South 44 degrees 52 minutes 55 seconds East 150.00 feet to a point of curvature; thence along the arc of a curve to the left ( which arc has a radius of 318.96 feet ) 363.11 feet to the point of tangency; thence North 69 degrees 53 minutes 32 seconds East 70.00 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 1,467.59 feet ) 242.41 feet to the point of compound curvature; thence along the arc of a curve to the right ( which arc has a radius of 1,221.28 feet ) 225.53 feet to the point of tangency; thence North 89 degrees 55 minutes 22 seconds East 30.00 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 5,076.32 feet ) 142.42 feet to a point of reverse curvature; thence along the arc of a curve to the left ( which arc has a radius 504.47 feet ) 305.84 feet to the point of tangency; thence North 56 degrees 47 minutes 40 seconds East 253.00 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 1,367.86 feet ) 171.07 feet to the point of tangency; thence North 63 degrees 57 minutes 37 seconds East 80.00 feet to a point which is the Northwest corner of other lands of the Big Canoe P.O.A.; thence leaving the right-of-way line of Wilderness Parkway Extension and running Southeast along the West line of other lands of the Big Canoe P.O.A. South 26 degrees 07 minutes 01 seconds 360.00 feet to a point; thence South 15 degrees 13 minutes 47 seconds East 414.74 feet to a point on the North line of lands now or formerly of Lupi; thence West along the North line of the lands of Lupi South 89 degrees 35 minutes 03 seconds West 375.80 feet to a point which is the Northwest corner of the lands of Lupi; thence Southeast along the West line of the lands of Lupi South 55 degrees 15 minutes 00 East

203.95 feet to a point; thence South 63 degrees 52 minutes 00 seconds East 176.60 feet to a point; thence South 48 degrees 45 minutes 00 seconds East 34.98 feet to a point; thence South 51 degrees 42 minutes 00 seconds East 81.09 feet to a point which is the Southwest corner of the lands of Lupi; thence East along the South line of lands of Lupi North 89 degrees 58 minutes 00 seconds East 436.08 feet to a point located on the West right-of-way line of Steve Tate Highway ( a 100.00 foot right-of-way ); thence continuing along the West right-of-way line of Steve Tate Highway South 06 degrees 03 minutes 14 seconds West 1,991.65 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 937.28 feet ) 739.55 feet to the point of tangency; thence South 49 degrees 55 minutes 26 seconds West 2,027.83 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 1,095.93 feet ) 537.00 feet to the point of tangency; thence South 77 degrees 59 minutes 54 seconds West 409.30 feet to a point on the East line of lands now or formerly of Turner ( which line is also the West Land Lot line of Land Lot 56 ); thence leaving the West right-of-way line of Steve Tate Highway and running North 00 degrees 48 minutes 24 seconds East along the West line of Land Lot 56 ( Turner East line ) 1,988.69 feet to the common corner of Land Lots 21, 22, 55 and 56 of the 4th District, 2nd Section, Pickens County, Georgia which point is the POINT OF BEGINNING.

Said plat encompasses 302.0 acres ( more or less ) and was filed for record April 11, 2001 and was recorded April 11, 2001 in Plat Book JJ, Page 233, Pickens County, Georgia Records.

**Exhibit "B"**

Waterford Neighborhood Guidelines

Waterford Neighborhood Guidelines shall be equivalent to BCC's "Rustic Mountain Guidelines - Mountaintop Homes" with the following exceptions and additions:

- 1) Circular driveways and two curb cuts per lot are permitted.
- 2) Window only grilles are permitted to be removable and mounted on the interior face of the window.
- 3) Concrete driveways are permitted if stained black in accordance with BCC concrete staining standards.
- 4) The minimum heated living space of home in the Waterford Property shall be 2,200 square feet, with a minimum of 1,500 square feet on the entry level.
- 5) Kenneth E. Rice Construction, Inc. shall have the first right of refusal to be the builder of any home built in the Waterford Property.
- 6) In the event of a conflict, the Waterford Neighborhood Guidelines shall have precedence over the "Architectural Control Guidelines for Home Building and Continuing Property Maintenance at Big Canoe", as may be revised from time to time (the "Association Guidelines").

EXHIBIT "C"

SUPPLEMENTAL DECLARATION OF COVENANTS AND  
RESTRICTIONS WITH RESPECT TO  
ADDITIONAL PROPERTIES

THIS SUPPLEMENTAL DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 2001, by **BIG CANOE COMPANY, LLC**, a South Carolina limited liability company (hereinafter called the "Company"), and **BIG CANOE PROPERTY OWNERS ASSOCIATION, INC.** (hereinafter "Association"), and with the joinder and consent of **WATERFORD MOUNTAIN PROPERTIES, LP**, a Georgia Limited Partnership (hereinafter "WMP").

WITNESSETH:

WHEREAS, the Company as the owner of certain Land (the "Land") located in Dawson and Pickens Counties, Georgia, has caused certain covenants and restrictions to be established affecting the Land entitled General Declaration of Covenants and Restrictions of the Big Canoe Property Owners Association, Inc. and Big Canoe Corporation dated October 9, 1972, which is recorded in Deed Book 23, pages 162-198, Pickens County, Georgia records, and in Deed Book 19, pages 253-289, Dawson County, Georgia records, as amended and restated by the Amended and Restated General Declaration of Covenants and Restrictions of the Big Canoe Property Owners Association, Inc. and Big Canoe Company dated March 26, 1988, recorded in Deed Book 139, pages 390-437, Pickens County, Georgia records, and recorded in Deed Book 111, pages 281-328, Dawson County, Georgia records, as amended from time to time (the "General Declaration"); and

WHEREAS, Article II, Section 2, of the General Declaration provides for a methodology by which additional property may be brought within the plan and operation of the General Declaration by filing a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the General Declaration to such additional property; and

WHEREAS, the Company, or its predecessors in title, also filed a certain Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc. Running with Certain Lands of Big Canoe Corporation and known as the Class A Covenants dated October 9, 1972 for Single Family Detached Dwelling Areas ("Class A Covenants"). The Class A Covenants were originally filed in the Office of the Clerk of the Superior Court for Pickens County, Georgia in Deed Book 23 at Page 198-208 and in the Office of the Clerk of the Superior Court for Dawson County, Georgia in Deed Book 19 at Page 290-300. For purposes of this Supplemental Declaration, the Class A Covenants, as amended, shall also be considered to be applicable against the Additional Property effective upon recording of this document.

WHEREAS, WMP is the owner of certain property described in Exhibit "I" attached hereto and made a part hereof (the "Additional Property") and desires that the Additional Property be subject to the General Declaration and to the Class A Covenants by recording of this Supplemental Declaration in Pickens County, Georgia; and

**WHEREAS**, Article II, Section 2, of the General Declaration provides further that the Supplemental Declaration may contain such complementary additions and modification of the covenants and restrictions contained in the General Declaration as may be necessary or convenient to reflect the different character, if any, of the added properties; and

**WHEREAS**, Company, Association and WMP have agreed as to a plan of annexation of the Additional Property; and

**WHEREAS**, this form of Supplemental Declaration and the plan of annexation of the Additional Property has been approved by the requisite number of votes of the members of the Association.

**NOW, THEREFORE**, the Company and Association declare, and WMP joins in and consents, that:

1. Property Subjected to Declaration. Effective upon the recording of this Supplemental Declaration, the Additional Property described on Exhibit I is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens of the General Declaration and the Class A Covenants.

2. Waterford Property. WMP, its successors and assigns, shall also have the right, without further approval of the members, to add all or any part of the property described in Exhibit II attached hereto and incorporated herein to the terms of the Amended and Restated Declaration and the Class A Covenants through the filing of additional Supplementary Declarations.

3. Common Property. In accordance with Article I, Section I of the Amended and Restated Declaration, WMP, its successors and assigns, reserve the right to deed to the Association portions of the Additional Property described in Exhibit I to be used as "Common Property" and such property shall be designated as such in any deed of conveyance to the Association.

4. WMP Consent. By execution of this Supplemental Declaration, WMP hereby joins in and consents to the Additional Property as described in Exhibit I being subjected to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens of the General Declaration and the Class A Covenants in accordance with the terms of this Supplemental Declaration.

IN WITNESS WHEREOF, the Company, Association, and WMP have caused this Supplemental Declaration to be executed and delivered under seal the day and year first above written pursuant to appropriate resolutions adopted on behalf of the Company, Association, and WMP.

Signed, sealed and delivered in the presence of:

**BIG CANOE COMPANY, LLC**, a South Carolina limited liability company  
**By: The Byrne Corporation of Georgia, Member**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
[Notarial Seal]

\_\_\_\_\_  
Commission Expiration Date

Signed, sealed and delivered in the presence of:

**BIG CANOE PROPERTY OWNERS ASSOCIATION, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Attest: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
[Notarial Seal]

**JOINDER AND CONSENT**

Signed, sealed and delivered in the presence of:

**WATERFORD MOUNTAIN PROPERTIES, LP**  
a Georgia Limited Partnership

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
[Notarial Seal]

By: \_\_\_\_\_

\_\_\_\_\_  
Commission Expiration Date

**Exhibit "I"**  
**Additional Property**

Exhibit "II"  
Waterford Property

METES AND BOUNDS DESCRIPTION  
WATERFORD SUDDIVISION LANDS

ALL THAT TRACT or parcel of land lying and being in Land Lots 17, 18, 20, 21, 22, 56 and 57 of the 4th District, 2nd Section, Pickens County, Georgia as shown on a compiled plat for Waterford Development prepared by Gallagher and Associates, R.L.S. dated April 9, 2001 and being more particularly described as follows:

BEGINNING AT A POINT which is the common corner of Land Lots 21, 22, 55 and 56 of the 4th District, 2nd Section, Pickens County, Georgia; thence West and along the South line of Land Lot 22 South 88 degrees 09 minutes 27 seconds West 241.81 feet to a point; thence North 88 degrees 48 minutes 24 seconds West 213.47 feet to a 3 inch iron pipe found which is the Southeast corner of lot number 2991 of the Wedgewood Neighborhood in the Big Canoe Subdivision; thence along the East line of said Lot number 2991 North 00 degrees 18 minutes 24 seconds East 592.97 feet to a point which is the Northeast corner of said Lot number 2991; thence North 00 degrees 25 minutes 39 seconds East 152.21 feet to a point; South 89 degrees 39 minutes 32 seconds West 44.19 feet to a point located on the East right-of-way line of Wedgewood Drive ( a 50 foot right-of-way ); thence continuing along the East right-of-way line of Wedgewood Drive North 34 degrees 35 minutes 17 seconds West 233.60 feet to a point of curvature of a curve to the right ( which curve is subtended by a chord bearing North 29 degrees 39 minutes 28 seconds West for a distance of 51.19 feet to the point of tangency ); thence North 24 degrees 43 minutes 38 seconds West 148.50 feet to a point of curvature of a curve to the left ( which curve is subtended by a chord bearing North 42 degrees 03 minutes 05 seconds West for a distance of 72.17 feet to the point of tangency ); thence North 59 degrees 22 minutes 43 seconds West 140.34 feet to a point of curvature of a curve to the right ( which curve is subtended by a chord bearing North 31 degrees 03 minutes 34 seconds West for a distance of 29.04 feet to the point of tangency ); thence North 02 degrees 35 minutes 12 seconds West 113.92 feet to a point of curvature of a curve to the left ( which curve is subtended by a chord bearing North 10 degrees 44 minutes 45 seconds West for a distance of 66.36 feet to a point of compound curvature ); thence along a curve to the left ( which curve is subtended by a chord bearing North 25 degrees 57 minutes 49 seconds West for a distance of 57.46 feet to the point of tangency ); thence North 33 degrees 01 minutes 42 seconds West 116.87 feet to a point of curvature of a curve to the right ( which curve is subtended by a chord bearing North 12 degrees 02 minutes 16 seconds East for a distance of 14.04 feet to the point of tangency ); thence North 57 degrees 03 minutes 18 seconds East 138.30 feet to a point of curvature of a curve to the left ( which curve is subtended by a chord bearing North 41 degrees 08 minutes 09 seconds East for a distance of 84.53 feet to a point of compound curvature ); thence along a curve to the left ( which curve is subtended by a chord bearing North 18 degrees 16 minutes 25 seconds East for a distance of 48.60 feet to a point which is the Southwest corner of Lot number 2470 of the Wedgewood Neighborhood Phase II in the

Big Canoe Subdivision: thence leaving the East right-of-way line of Wedgewood Drive and running East along the South line of said Lot number 2470 South 86 degrees 42 minutes 30 seconds East 358.74 feet to a point which is the Southeast corner of said Lot number 2470; thence North along the East line of said Lot number 2470 North 00 degrees 15 minutes 16 seconds West 84.46 feet to a point; thence continuing along the East line of said Lot number 2470 North 00 degrees 15 minutes 27 seconds West 175.79 feet to an iron pin found which is the Northeast corner of said Lot number 2470 and the Southeast corner of lands of the Big Canoe Property Owners Association ( P.O.A. ) Golf Course; thence continuing along the East line of said Big Canoe P.O.A. Golf Course North 00 degrees 15 minutes 27 seconds West 664.71 feet to a 2 inch iron pipe found; thence North 00 degrees 16 minutes 48 seconds West 479.59 feet to a point; thence South 39 degrees 40 minutes 00 seconds East 82.13 feet to a point located on the South right-of-way line of Wilderness Parkway Extension ( a right-of-way of varying widths ); thence continuing along the South right-of-way line of Wilderness Parkway Extension North 63 degrees 17 minutes 00 seconds East 253.30 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 37.53 feet ) 32.79 feet to the point of tangency; thence South 66 degrees 39 minutes 25 seconds East 230.00 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 14.17 feet ) 7.03 feet to the point of tangency; thence South 38 degrees 13 minutes 22 seconds East 30.00 feet to a point of curvature; thence along the arc of a curve to the left ( which arc has a radius of 320.96 feet ) 260.05 feet to the point of tangency; thence South 84 degrees 38 minutes 42 seconds East 60.00 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 36.03 feet ) 25.00 feet to the point of tangency; thence South 44 degrees 52 minutes 55 seconds East 150.00 feet to a point of curvature; thence along the arc of a curve to the left ( which arc has a radius of 318.96 feet ) 363.11 feet to the point of tangency; thence North 69 degrees 53 minutes 32 seconds East 70.00 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 1,467.59 feet ) 242.41 feet to the point of compound curvature; thence along the arc of a curve to the right ( which arc has a radius of 1,221.28 feet ) 225.53 feet to the point of tangency; thence North 89 degrees 55 minutes 22 seconds East 30.00 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 5,076.32 feet ) 142.42 feet to a point of reverse curvature; thence along the arc of a curve to the left ( which arc has a radius 504.47 feet ) 305.84 feet to the point of tangency; thence North 56 degrees 47 minutes 40 seconds East 253.00 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 1,367.86 feet ) 171.07 feet to the point of tangency; thence North 63 degrees 57 minutes 37 seconds East 80.00 feet to a point which is the Northwest corner of other lands of the Big Canoe P.O.A.; thence leaving the right-of-way line of Wilderness Parkway Extension and running Southeast along the West line of other lands of the Big Canoe P.O.A. South 26 degrees 07 minutes 01 seconds 360.00 feet to a point; thence South 15 degrees 13 minutes 47 seconds East 414.74 feet to a point on the North line of lands now or formerly of Lupi; thence West along the North line of the lands of Lupi South 89 degrees 35 minutes 03 seconds West 375.80 feet to a point which is the Northwest corner of the lands of Lupi; thence Southeast along the West line of the lands of Lupi South 55 degrees 15 minutes 00 East

203.95 feet to a point; thence South 63 degrees 52 minutes 00 seconds East 176.60 feet to a point; thence South 48 degrees 45 minutes 00 seconds East 34.98 feet to a point; thence South 51 degrees 42 minutes 00 seconds East 81.09 feet to a point which is the Southwest corner of the lands of Lupi; thence East along the South line of lands of Lupi North 89 degrees 58 minutes 00 seconds East 436.08 feet to a point located on the West right-of-way line of Steve Tate Highway ( a 100.00 foot right-of-way ); thence continuing along the West right-of-way line of Steve Tate Highway South 06 degrees 03 minutes 14 seconds West 1,991.65 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 937.28 feet ) 739.55 feet to the point of tangency; thence South 49 degrees 55 minutes 26 seconds West 2,027.83 feet to a point of curvature; thence along the arc of a curve to the right ( which arc has a radius of 1,095.93 feet ) 537.00 feet to the point of tangency; thence South 77 degrees 59 minutes 54 seconds West 409.30 feet to a point on the East line of lands now or formally of Turner ( which line is also the West Land Lot line of Land Lot 56 ); thence leaving the West right-of-way line of Steve Tate Highway and running North 00 degrees 48 minutes 24 seconds East along the West line of Land Lot 56 ( Turner East line ) 1,988.69 feet to the common corner of Land Lots 21, 22, 55 and 56 of the 4th District, 2nd Section, Pickens County, Georgia which point is the POINT OF BEGINNING.

Said plat encompasses 302.0 acres ( more or less ) and was filed for record April 11, 2001 and was recorded April 11, 2001 in Plat Book JJ, Page 233, Pickens County, Georgia Records.

**EXHIBIT "D"**

**\_\_\_\_\_, 2001**  
**AMENDMENT TO AMENDED AND RESTATED GENERAL**  
**DECLARATION OF COVENANTS AND RESTRICTIONS OF THE**  
**BIG CANOE PROPERTY OWNERS ASSOCIATION**  
**AND BIG CANOE COMPANY**

THIS AMENDMENT to the Amended and Restated General Declaration Of Covenants and Restrictions of The Big Canoe Property Owners' Association And Big Canoe Company is executed this \_\_\_\_ day of \_\_\_\_\_, 2001, by BIG CANOE PROPERTY OWNERS ASSOCIATION, INC., a Georgia corporation (hereinafter called "Association") and BIG CANOE COMPANY, LLC, a South Carolina Limited Liability Company (hereinafter called "Company") to be effective thirty (30) days after the date of the recording of this Amendment.

**STATEMENT OF FACTUAL BACKGROUND**

A. The Company or its predecessors, as the owner of certain real property located in Dawson and Pickens Counties, Georgia, has caused certain covenants and restrictions to be established affecting such real property and entitled General Declaration of Covenants and Restrictions of the Big Canoe Property Owners' Association and Big Canoe Corporation dated October 9, 1972 which is recorded in Deed Book 23, pages 163-198, office of the Superior Court Clerk, Dawson County, Georgia and in Deed Book 23, pages-162-198, Pickens County, Georgia, and which was amended by the Amended and Restated General Declaration of Covenants and Restrictions of the Big Canoe Property Owners' Association and Big Canoe Company dated March 26, 1988 recorded in Deed Book 139, pages 390-437, office of the Superior Court Clerk, Pickens County, Georgia, and recorded in Deed Book 111, pages 281-328, office of the Superior Court, Dawson County, Georgia, as amended from time to time (hereinafter called "General Declaration").

B. The General Declaration provides for certain types of members of the Association, certain voting rights of such members, and certain methods of assessments against specific members. Article III of the Declaration sets forth the various types of members of the Association, to wit, Type "A", "B", "C" and "D". The Association and the Company desire to amend the General Declaration to include a new class of member, all as described below.

C. The Board of Directors of the Association and the Company did, at a duly called meeting on \_\_\_\_\_, \_\_\_\_, 2001, present to the members of the Association the question of adopting the text of this Amendment. Notice of such meeting was given on \_\_\_\_\_, \_\_\_\_, 2001. The total number of votes of members of the Association was \_\_\_\_\_. The total number of votes required to constitute a quorum of the Association was \_\_\_\_\_. The total number of votes represented at the meeting, either in person or by proxy, was \_\_\_\_\_. The number of votes necessary to adopt the Amendment was \_\_\_\_\_. The total number of votes in favor of and the votes cast against the Amendment, respectively, were: \_\_\_\_\_ in favor and \_\_\_\_\_ against.

STATEMENT OF AMENDMENT

NOW THEREFORE, the Association and the Company hereby amend the Amended and Restated Declaration as follows:

1. **Type "E" Membership.** In order to accommodate owners of bulk acreage intended for future development, a new type of membership is created to be known as the Type "E" Member. Article III, Section 2 shall be amended accordingly to create a new classification of membership as follows.

Type "E" -- a Type "E" Member shall be an owner, other than the Company as a Type "D" Member, of bulk acreage. "Bulk Acreage" means raw acreage which is to be developed into Residential Lots or Family Dwelling Units, which may or may not yet be platted as such of record, but is not yet conveyed to a third party. A Type "E" Member shall be entitled to one vote for each two (2) acres Bulk Acreage owned by the Type "E" Member.

2. **Type "E" Assessments.** Article VI, Section 3 of the Declaration shall be amended to include the following:

Class "E"--All Bulk Acreage belonging to a Type "E" Member shall be assessed in the same manner and in accordance with the same methodology as the Type "D" (Class "D") to wit, the Company pursuant to Section 3 of Article VI of the General Declaration. Accordingly, all Bulk Acreage belonging to a Type "E" Member contained within the Properties shall be assessed at the annual rate of \$37.65 per acre effective upon recording of this Amendment in the year 2001. All such Bulk Acreage owned by a Type "E" Member within the Properties shall be classified as bulk acreage until such time as it is conveyed to a third party. The Type "E" Member shall continue to be assessed on a per acre basis on Residential Lots at the rate of \$37.65 per acre, notwithstanding the recording of any plat or plats subdividing any portion of the Type "E" Member's land, until the Residential Lot is conveyed to a third party.

From and after January 1, 2001, the \$37.65 per acre rate shall be subject to increase or decrease pursuant to Article VI, Section 3 of the General Declaration.

3. **Interpretation/Construction.** The Declaration, in various sections, references the members as, e.g., "Type A, B, C, and D Members" and "Class A, B, C, and D" or "Type A, B, and C Members" and also "Class A, B, and C". In general, all such references in the

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Declaration shall, effective upon this Amendment, now be deemed to state "Type A, B, C, D, and E" and "Class A, B, C, D and E" or "Type A, B, C, and E" and "Class A, B, C, and E, respectively.

IN WITNESS WHEREOF, the Company and the Association have caused this Amendment to be executed the date first herein written pursuant to Resolutions adopted on behalf of the Company and affirmative action of the Members of the Association as hereinabove recited.

WITNESSES:

**BIG CANOE COMPANY, LLC**  
By: **The Byrne Corporation of Georgia,**  
**Member**

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Georgia  
My Commission Expires:

WITNESSES:

**BIG CANOE PROPERTY OWNERS**  
**ASSOCIATION, INC.**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Georgia  
My Commission Expires:

May 2, 2001