

#123271

PREPARED BY & RETURN TO:
Varner & Adams, PC
Post Office Box 8099
Warner Robins, GA 31095



Doc ID: 013740870014 Type: GLR
Recorded: 03/17/2015 at 02:09:39 PM
Fee Amt: \$36.00 Page 1 of 14
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK **6796** PG **101-114**

DECLARATIONS OF PROTECTIVE COVENANTS
FOR
SOUTHFIELD PLANTATION
SECTION 5, PHASE 2

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 18th day of February, 2015 by **THOMPSON MILL DEVELOPMENT COMPANY II, LLC**, a Georgia corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 88 of the Eleventh (11th) Land District of Houston County, Georgia, known and designated as all lots located in Section 5, Phase 2, Southfield Plantation Subdivision, as shown on a plat of said Subdivision prepared by Ocmulgee, Inc., dated December 12, 2014, being last revised on February 3, 2015, and filed of record in Plat Book 76, Page 189, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

WHEREAS, it is to the interest, benefit and advantage of the Declarant and to each and every person who shall hereafter purchase any lot in said Subdivision that certain Protective Covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in said Subdivision, the Declarant does hereby set up, establish promulgate and declare the following Protective Covenants to apply to the above described property. These Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Declarant, until January 31, 2036, at which time said Covenants shall be extended in whole, as hereinafter provided, to-wit:

1.

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two (2) stories in height, and a private side-entrance two (2) car garage. Corner lot garage shall face minor street side only. All structures shall be of conventional construction. Mobile homes, modular homes, Department of Community Affairs (DCA) homes, log homes, or preassembled structures are prohibited. Construction must begin within two years from date of purchase, and all houses constructed on said lots must be fully completed within one year after the date a building permit is obtained.

2.

ARCHITECTURAL CONTROL OF OUTBUILDINGS AND ADDITIONS. No building, structure, wall or fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location thereof have been approved by the Architectural Control Committee (hereinafter referred to as "ACC"), as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Approval shall be as provided for as hereinafter set forth. All room additions and added structures and additions of any type or nature whatsoever must be approved by the ACC and shall be required to conform to applicable minimum county building code requirements. All storage sheds or out buildings used primarily for storage shall conform to all applicable code requirements and must have the same building materials, colors and architectural design as the main structure and must be approved by the ACC.

3.

MINIMUM DWELLING SIZE AND SPECIFICATIONS.

- A. No dwellings shall be permitted on any lot with the ground floor area of the main structure, exclusive of open porches, patios, and garages, being less than 2200 square feet for a one story dwelling, not less than 2200 square feet for a dwelling of more than one story, with the main floor having no less than 1600 square feet.
- B. Foundations. No foundation shall be allowed unless the front elevation of the main (ground) floor is one foot (1') above the finished grade ground level at the minimum point of elevation. All foundations shall be covered by stucco material, clay brick, or decorative stone unless waived by the ACC.
- C. There shall be no less than a ten by twelve (10x12) pitch for the main roof of any dwelling or any building on said lot, unless approved by the ACC. Upgraded architectural or shadow shingles are required. Roof materials and color shall be specified in the plans and submitted to the ACC for approval and shall be consistent with the design standards.
- D. Driveways shall be only of concrete and a minimum of twelve feet (12') in width. Walkways shall be a minimum of forty-two inches (42") in width.
- E. All utility lines, including lines to auxiliary structures, shall be buried underground.
- F. No metal chimneys shall be visible from any front or side street.

- G. Fences and Walls. No fence or wall of any kind shall be erected, maintained or altered on any lot without prior written approval of the ACC of plans and specifications for such fences and walls. No chain link fence shall be allowed. No fence shall extend closer to the street than the back corner of the main dwelling. Proper maintenance of fence and gates is required and will be enforced by the ACC. Proper maintenance shall include, but not limited to, staining and/or sealing all fences at least bi-annually to maintain an attractive appearance and to protect fence from weathering.
- H. Exterior Building Materials. All external colors and materials on structures shall be specified on the plans and approved by the ACC. No artificial brick, stone or wood may be used without ACC approval. No four foot by eight foot (4'x8') exterior sheet siding, or any other sheet type siding may be used without ACC approval. No unfinished concrete blocks are allowed. All vinyl siding shall be beaded with a minimum panel width of six inches (6"). All eaves shall be wood or upgraded vinyl with a freeze board being no less than six inches (6") wide above all brick veneer. All gutters installed must be seamless.
- I. Windows and doors. Silver finished aluminum doors (including sliding glass doors) and windows are prohibited. Wood windows or vinyl clad windows are preferred, but the ACC may approve other styles if the same are aesthetically acceptable. All window treatments and dressings on the front of each home, which are visible from the street, shall be white, off-white or ivory, unless otherwise approved by the ACC.
- J. Playground equipment. To provide uniformity and aesthetic appearance, all playground equipment shall be placed, maintained and confined to the backyard of the home site. There shall be no basketball goal of any kind erected or installed in the front yard or in the driveway of any home forward of the front line of the home.
- K. Swimming Pools. Above ground pools shall not be permitted. Swimming pool type and locations shall be approved by the ACC and the Houston County Environmental Health Department, or other applicable regulatory agency.
- L. Window Air Conditioning Units. Window air conditioning units shall not be permitted.
- M. Propane Tanks. All propane tanks installed on any lot shall be buried at the time of initial installation. No above ground tanks, shall be permitted.

4.

BUILDING LOCATION. No building shall be located on any lot nearer than seventy-five (75') feet to the front lot line. This restrictions may be altered, varied or waived on an individual lot basis by approval from the ACC, however no building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines as shown on the recorded Subdivision plat. For the purpose of this Covenant, eaves, steps, patios and open porches shall not be considered as a part of the building, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Note: There is a ten foot (10') minimum Building Setback requirement for all Drainage Easements that contain infrastructure, as shown on recorded plat of said Subdivision.

5.

SUBDIVISION OF LOTS. None of the lots shall at any time be divided into as many as two (2) building sites, and no building site shall be less than the area of the smallest lot platted in the block of which the building site is a part. A single lot together with contiguous portion or portions of one or more lots in the same block may be used for one building site, but in such instances no building or structure of any part thereof shall be erected or maintained nearer the side boundary lines of such integral unit than twenty (20) feet.

6.

EASEMENTS. The Declarant hereby grants, creates, conveys and reserves unto itself and its successors and assigns the following easements with respect to the lots hereinabove described, to-wit:

- A. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded plat of survey. Drainage flow shall not be obstructed nor be diverted from the aforesaid recorded plat of survey.
- B. An easement, over, upon and across each lot for the purpose of land application of waste water affluent. Provided, However, such application shall be to extent and only on that portion of each lot as may be approved by applicable Georgia Law and the rules and regulations of the Department of Public Health, and Georgia Department of Human Resources, Environmental Protection Division, or other applicable state and/or federal agencies.
- C. Maintenance of any drainage easement or area located on any lot in the Subdivision shall be the sole responsibility of the lot owner. In the event any lot owner in the Subdivision fails to adequately maintain said drainage easement or area, Declarant or the ACC shall have the right, but not the obligation, to have such work as may be needed performed and to assess the lot owner for the cost of said work. In the event such work is done, a lien shall arise and be created in favor of Declarant or the ACC and against such lot for the full amount of the cost of said work. Same shall be due and payable within thirty (30) days from billing.

7.

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, including lack of maintenance of grounds. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, refuse piles, other unsightly growths or objects such as junk motor vehicles, then Declarant or the ACC may enter upon said lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of Declarant or the ACC and against such lot for the full amount of said removal and shall be due and payable within thirty (30) days from billing.

8.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, barn, garage or other outbuilding shall be used on any lot, at any time, as a residence, either temporarily or permanently, unless approved by the ACC.

9.

SIGNS, ENTRANCE AND MAILBOXES. No sign of any kind shall be displayed to the public view on any lot except one professional sign of a licensed real estate sales broker or agency, advertising the property for sale or rent, or signs used by the owners and builders to advertise the property during the construction and/or sale period. Said sign shall not be over six square feet (6 sq. ft.) in area. Each home shall have only an approved mailbox which shall be uniform with all other mailboxes in the Subdivision as approved by the ACC.

Driveway entrances shall be designed and constructed so as to reflect the design and theme of the Subdivision. The purposes of this is to give uniformity as to the entrances to each home/driveway and to carry a theme throughout the development.

10.

ANTENNAE, TOWERS, SATELLITE ANTENNAS, ETC. No clotheslines, antennas, towers or satellite antennas or satellite dish shall be erected on any lot for any purpose, nor shall any of the above be affixed to the outside of any dwelling on any lot, without prior written consent of the ACC. Flag poles shall be no larger than four feet and attached to the main dwelling at a 45 degree angle. No flag shall be larger than twenty-four square feet in area (24 sq. ft.). No more than one (1) flag shall be flown at any time.

11.

VEHICLE PARKING. No vehicle shall be parked on any street in the Subdivision. No trucks or trailers, motor homes, campers, boats or boat trailers shall be parked for overnight (or longer) storage on any lot in the Subdivision. Any garage built for such storage must have prior approval of the ACC, as set out herein. Under no circumstances shall any non-operable motor vehicle be allowed to remain on the premises more than ten days. The express purpose of this provision is to prevent the storage or parking of junked automobiles or trucks or other motor vehicles on the premises.

12.

COVENANT STREET LIGHTING. As a benefit to each of the owners of lots in said Subdivision, public street lighting shall be furnished in said Subdivision. The owner of each lot agrees to pay a proportionate share of said lighting to be reflected and charged to each lot owner's monthly electric bill with Flint Electric Membership Corp. d/b/a Flint Energies, its successors and/or assigns. This agreement shall be a covenant running with the land and shall be binding on each lot owner in said Subdivision.

13.

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

14.

LIVESTOCK / POULTRY AND PETS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Nothing to the contrary withstanding, no owner or occupant of any residence shall at any time have on the premises a total of more than two (2) dogs or two (2) cats, except if said dog or cat shall give birth, whereupon the owner or occupant of said residence shall have a period of twelve (12) weeks from the date of the birth of said puppies or kittens during which the provision shall not apply in order that said puppies or kittens can be relocated in an orderly and humane manner. Any dog or cat on any lot shall be kept on a proper leash or chain at all times unless said lot is completely fenced in with proper gates that can be closed to prevent the dog or cat from leaving the owner's lot.

15.

VEGETABLE GARDENS, GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as dumping ground for rubbish. All trash, garbage or other waste shall be kept in a sanitary container. All incinerators and other equipment for the storage of such material shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location on the lot which shall be so placed and screened, and kept, so as not to be visible from any street within the Subdivision or adjacent to the Subdivision, at any time, except at the times when scheduled trash collections are being made. Any fencing or screening required for said receptacle shall be approved by the ACC. No vegetable garden shall be placed on any lot unless said garden is five hundred square feet (500 sq. ft.) or less.

16.

SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Houston County Environmental Health Department or other applicable environmental authority.

17.

LANDSCAPING. The builder, contractor or owner of each residential lot shall certify to the ACC at the completion of the residence erected, that a minimum of One Thousand Dollars (\$1,000.00) cost to said builder, contractor or owner has been expended on the shrubbery on each lot within the Subdivision. Said cost is to be based on the costs prevailing at the time of the execution of these Covenants. Said cost

shall not include the clearing and preparing of the lot for construction of improvements, but shall be limited to amounts expended for the finish work required in landscaping, so as to provide landscaping which will enhance the appearance of said lot and the Subdivision. Landscape minimum shall include a bed of not less than twenty five square feet (25 sq. ft.) constructed at location of mailbox. In addition to the \$1,000.00 required for shrubbery, each builder, contractor or owner of each residential lot shall irrigate a minimum of the front and side yards to the back corners of the house and seed with straw or hydro-seed the entire lot with centipede grass. Each builder, contractor or owner shall also plant a minimum of two (2) trees with a diameter of at least (2") two inches in the front yard of each building lot, cost of which shall not be included in \$1,000.00 shrubbery minimum. The type and location of trees shall be approved the ACC. The proposed removal of any tree larger than four inches (4") in diameter must have prior approval of the ACC.

18.

SOIL EROSION. All property owners shall fully comply with local, state and federal erosion and sedimentation control requirements.

19.

DILIGENCE. The residence to be constructed on each lot in the Subdivision shall be completed in a good and workmanlike manner. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the Subdivision for more than three (3) months after such destruction or damage.

20.

ARCHITECTURAL CONTROL COMMITTEE.

- A. **MEMBERSHIP.** The Architectural Control Committee (the "Committee" or "ACC") is composed of **THOMAS CAROL HOLLINGSWORTH, THOMAS CLEVELAND HOLLINGSWORTH, JOHN MATTHEWS, RICHARD MATTHEWS, and MICHAEL MATTHEWS.** A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed. Pursuant to this Covenant and because of lack of compensation, none shall be accountable to other lot owners in the Subdivision while acting in their official capacity as a member of the Committee. As of the date of recording of the Protective Covenants, all privileges, powers, rights and authority shall be vested in this ACC and exercised by it. Control over the ACC will be turned over to the Southfield Plantation Association, Inc, at such time as designated by the original committee in its discretion.

B. APPROVAL OF PLANS. For the purpose of further insuring the development of the lands so platted as an area of high standards, the ACC is hereby vested with the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these Protective Covenants as the Committee shall deem necessary and proper. The ACC shall be vested with the authority, and same is hereby reserved to said ACC, to grant such variances and exceptions to these Protective Covenants as the ACC deems necessary and proper to the ordered development of the Subdivision. Whether or not provisions therefore are specifically stated in any conveyance of a lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, fence, wall, or other structure shall be placed upon such lot unless and until the plans, specifications, and plot plan thereof have been approved. Refusal of approval of plans and specifications by the ACC may be based on any grounds, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the ACC shall be sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. No building, fence or other structure shall be erected which violates any of the Covenants herein contained. In matters of dispute over meaning, interpretation and spirit of these Protective Covenants, the ACC is the ultimate authority.

C. ITEMS WHICH MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE.

1. Plot plan showing location of house on lot in relation to setback lines.
2. Floor plan of house showing heated/cooled square footage. Front, side, and rear elevations, including schedule of exterior surfaces, and roof color and material.
3. Detailed landscape plan for front, side and rear yards including irrigation system.
4. Outbuildings and all other structures.
5. Fences, gates, and walls.
6. Other items as required, when necessary.

D. SUBMISSION OF APPLICATION. All requests for approval by the Architectural Control Committee shall be submitted in writing and mailed to the Committee by registered or certified mail at the following address:

**Thompson Mill Development Company II, LLC
 Attn: Cleve Hollingsworth
 670 Lake Joy Road
 Suite 200
 Kathleen, GA 31047**

21.

TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date these Covenants are recorded and ending January 31, 2036, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each. Unless an instrument signed by a majority of the then owners of the lots within this section of Southfield Plantation, has been recorded agreeing to change said Covenants in whole or in part.

22.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any Covenant, to restrain the violation(s) and/or to recover damages.

23.

SOUTHFIELD PLANTATION ASSOCIATION, INC.

- A. **MEMBERSHIP.** Every owner of each lot within this section of Southfield Plantation shall be a member of the homeowners association known as Southfield Plantation Association, Inc (the "Association"). Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
- B. **Creation of the Lien and Personal Obligation of Assessments.** With the exception of Declarant and any general contractor, each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as provided in the Covenants of record pertaining to said Association. No dues, charges or assessments shall be assessed against Declarant or any general contractor, but shall only be assessed against the lot owners who reside on their lot within this Phase.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be also the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however, same shall continue to be a charge on the property.

- C. **Purpose of Assessment.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement and maintenance of the Common Areas and amenities of the Subdivision, and of the homes situated in the Section, and the obligation of the Association.
- D. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date 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, and/or foreclose the lien against the property.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

E. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

24.

STORMWATER FACILITY MAINTENANCE. At such time as the Stormwater Management Area, as shown in Plat Book 76, Page 189, Clerk's Office, Houston Superior Court, is deeded to the Association, it shall maintain said facility in accordance with all regulations as set forth by the appropriate governing authority. The Association shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their designed functions. The Stormwater Control Maintenance Checklists are to be used to establish what is good working condition acceptable to the County.

The Association shall inspect the stormwater facility annually. The purpose of the inspection is to assure safe and proper functioning of facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be addressed and repaired as deemed necessary to ensure proper function of the stormwater facility.

The Association will perform the work necessary to maintain the facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

25.

SEVERABILITY. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

26.

DECLARANT'S RIGHT TO AMEND. In addition to any waivers and variances provided for herein, Declarant reserves unto itself the right to amend, alter, or modify any of the provisions of this Declaration, including re-subdivision of any portion of the subject property, at any time without notice, and without approval of purchasers/owners within the Subdivision.

27.

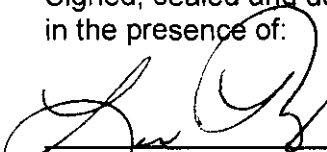
ANNEXATION. Additional sections of the subdivision, together with additional common areas and amenities, if any, may be annexed to the properties herein described. Said annexation may be made by the Declarant without the consent of members within the Association for a period of time not to exceed twenty years from the date hereof. Provided, however, that any properties annexed hereto shall be subdivided as a residential subdivision, and the owners of said lots shall be subject to the same covenants, conditions, and restrictions as set forth in this instrument.

28.

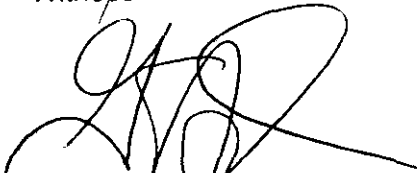
REMEDIES FOR VIOLATIONS. For a violation or a breach of any of these Protective Covenants by any person, the Declarant and the lot owners or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. Failure to promptly enforce any one or more of these Covenants shall not bar their enforcement at a later date.

IN WITNESS WHEREOF, Declarant has caused these Covenants to be executed on the day and year first above written

Signed, sealed and delivered
in the presence of:

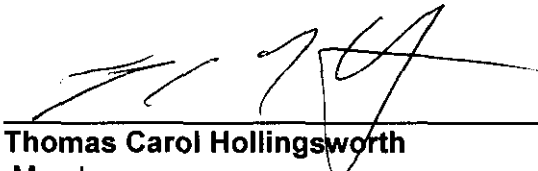


Witness

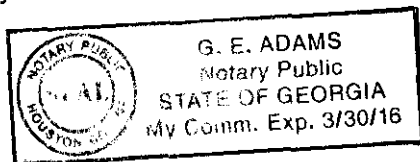


Notary Public


THOMPSON MILL DEVELOPMENT COMPANY II, LLC




(Seal)
By: **Thomas Carol Hollingsworth**
Title: **Member**
By Thomas C. Hollingsworth, as His Attorney in Fact
Under Power of Attorney recorded in Houston County
Deed Records.



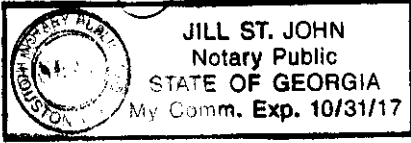
Signed, sealed and delivered
In the presence of:



Witness

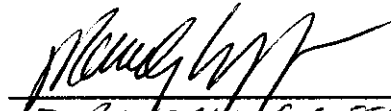


Notary Public



APPROVED BY: LIENHOLDER

BANK OF EARLY



By: I. RANDALL GRIFFIN (Seal)
Title: EXECUTIVE VICE PRESIDENT



Attest: WILLIAM E. GLEATON, III (Seal)
Title: SENIOR VICE PRESIDENT

Signed, sealed and delivered
In the presence of:

Matthew T. N. ...
Witness

Susan A. Shepherd
Notary Public
SUSAN A. SHEPHERD
Notary Public, State of Ohio
My Comm. Expires April 3, 2015

Signed, sealed and delivered
In the presence of:

Mara Kent
Witness

Michael ...
Notary Public
Notary Public, Henry County, Georgia
My Commission Expires March 24, 2017

Signed, sealed and delivered
In the presence of:

Melissa Fyfe
Witness

Karen A. Noccia
Notary Public
NOTARY PUBLIC
HENRY COUNTY, GA

APPROVED BY: LIENHOLDER

THE THOMPSON MILL LAND COMPANY, L.L.C.

John V. Matthews (Seal)
By: JOHN V. MATTHEWS
Title: Member

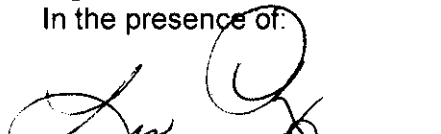
THE THOMPSON MILL LAND COMPANY, L.L.C.

Michael A. Matthews (Seal)
By: MICHAEL A. MATTHEWS
Title: Member


THE THOMPSON MILL LAND COMPANY, L.L.C.

Richard Q. Matthews (Seal)
By: RICHARD Q. MATTHEWS
Title: Member

Signed, sealed and delivered
In the presence of:



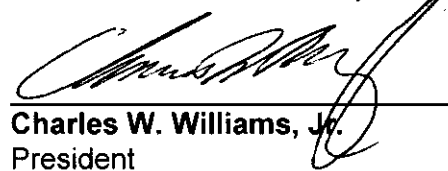
Witness



Notary Public

ACKNOWLEDGED BY:

C. W. WILLIAMS HOMES, INC.



By: Charles W. Williams, Jr.
Title: President

