

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LINZY MILL**

THIS DECLARATION is made and executed this 15th day of September, 2005,
by **MGB Properties, LLC**, a Georgia limited liability company, whose address is 1050-B Marietta
Street NW, Atlanta, Georgia 30318, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Wakulla County, Florida,
and more particularly described in "**Exhibit A**" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in
"**Exhibit A**" attached hereto shall be held, sold and conveyed subject to the following easements,
restrictions, covenants and conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with, the real property and be binding on all parties having any
right, title or interest in the described properties or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Linzy Mill Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area that will initially be owned by the Association shall consist of the property dedicated to the Association by the Plat of Linzy Mill, if any, and the easements created and described in this Declaration. Additional real property or easements may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 3. "Declarant" shall mean and refer to MGB Properties, LLC, its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from the Declarant for the purpose of development and such successor or assign has received a written assignment of Declarant's rights hereunder.

Section 4. "Lot" shall mean and refer to each numbered lot as depicted on the Plat of Linzy Mill, less and except Lots 1 through 3, inclusive, of Block A. Subject to compliance with applicable laws, ordinances and regulations, the Declarant shall have the right to modify and change boundary lines to each Lot as long as the Declarant owns the Lot, which modification or change may be effected by the deed of conveyance by the Declarant or by an amendment to this Declaration.

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Section 5. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. A Plat of Linzy Mill@ shall mean and refer to the Plat of Linzy Mill, as recorded, or to be recorded, in the Public Records of Wakulla County, Florida.

Section 7. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer, subject to the easements set forth in this Declaration and subject to other easements of record, all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area, provided, however, that no such dedication, transfer or mortgage shall be effective unless an instrument

agreeing to such dedication, transfer or mortgage signed by two-thirds (2/3) of each class of members has been recorded. Nothing contained herein shall restrict the right of the Declarant to make all dedications required in connection with the Plat of Linzy Mill.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) three (3) months after ninety percent (90%) of the Lots have been conveyed by the Declarant,

(b) upon the expiration of fifteen (15) years from the date of the recording of this Declaration, or

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(c) at such time as the Declarant elects by written notice to terminate the Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and 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; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special assessments against individual Owners under Article XVIII of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land 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 attorneys' fees, shall also be 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.

Section 2. Purpose 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 Properties, for the improvement and maintenance of the Common Area and for the exterior maintenance under Article XVIII of this Declaration.

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Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Fifty and no/100 Dollars (\$250.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifty percent (50%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifty percent (50%) each year by a vote of a majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, the cost of any necessary maintenance and repair and/or the cost of any extraordinary expense, provided that any such assessment shall have the assent of a majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 15 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of members shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XVIII of this Declaration and other than as specifically provided herein, shall be fixed at a uniform rate for all Lots. Notwithstanding the foregoing, as long as there is a Class B membership, the Declarant shall be excused from payment of its share of operating expenses and assessments related to Lots owned by the Declarant, and Lots owned by the Declarant shall not be subject to annual assessments or charges; provided, however, during such period, the Declarant shall be responsible for and pay all operating expenses incurred by the Association that exceed the assessments received from all other Lot Owners and other income of the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date specified by the Board of Directors. Each Lot shall be subject to annual assessments on the date the Lot is transferred and conveyed by the Declarant. The first annual assessment against each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot subject to assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner

subject thereto. The due date of the annual assessment shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the maximum rate allowed by law, not to exceed eighteen percent (18%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to the collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs, 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.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The 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 or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage 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.

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Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EASEMENTS

Section 1. Ingress, Egress, Utility and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes over, across and under the property described and depicted on the Plat of Linzy Mill as easements.

Section 2. Interference. Within these easements, no structure or other improvement, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to

harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Declarant or the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within thirty (30) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee appointed by the Declarant shall be Douglas Turner, Daron Bridges and Fred Saxon. The initial Architectural Committee appointed by the Declarant, or replacements appointed by the Declarant, shall serve until all Lots are sold and transferred by the Declarant. With the exception of the initial members or other subsequent members appointed by the Declarant, each member of the Architectural Committee must be an Owner. The members appointed by the Board of Directors shall serve at the pleasure of the Board of Directors. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of Turner Heritage Homes, Inc., in Florida, as from time to time set forth in the records of the office of the Secretary of State of Florida. Two (2) copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and

specifications shall be prepared in a professional manner by an architect, engineer or draftsman and include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces, together with representative samples of the materials and colors.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements, set-back lines and easements.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Lots and the overall Properties.
- (2) Character and quality of exterior improvements.
- (3) General quality in comparison with the existing improvements to the Lots.
- (4) Location in relation to surrounding improvements.
- (5) Location in relation to topography.
- (6) Changes in topography.
- (7) Aesthetic considerations.

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The Architectural Committee shall have the right to establish certain design criteria, and amend the same, from time to time. Such design criteria may be directed to only certain aspects of designs or acceptable materials and should be applied only as minimum guidelines to facilitate the review process. Materials which are of a higher quality, in the Architectural Committee's opinion, will be allowed. Such design criteria will not address all aspects of the approval process, and full compliance with such design criteria will not establish any right to approval hereunder unless all other concerns and conditions have been addressed and met in a satisfactory manner.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

If any improvement is constructed or altered without the prior written approval of the Architectural Committee as hereinabove provided, the Owner of such improvement shall, upon the

demand of the Association or the Declarant, cause such improvement to be removed, remodeled or restored in order to fully comply with the requirements of this Article. The Owner shall be liable for the payment of all costs associated with such removal or restoration, including all costs and attorneys' fees incurred by the Association and the Declarant. Such costs may also be the basis for a special assessment against the Owner and the Lot. The Association or the Declarant may further record in the public records of Wakulla County, Florida, a notice of violation, provided, however, the failure to record such notice shall not prejudice the Association's or the Declarant's rights under this Declaration.

The Association may adopt a schedule of reasonable fees to process a request for approval under this Article. Any such fee shall be payable at the time of the submission of the plans and specifications, and the submission shall be deemed to be incomplete until such fees are paid.

ARTICLE VII

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with accessory structures and swimming pool as approved by the Architectural Committee. No accessory structure shall be permitted unless the structure is located to the rear of the rear corners of the residence, as specifically approved in the discretion of the Architectural Committee, and is aesthetically integrated with the residence in terms of design, placement, size and utility. Accessory structures shall be limited to storage buildings, boat houses, greenhouses and structures customarily

associated with single-family residential homes. The side walls of an accessory structure shall not exceed ten (10) feet in height. No metal outbuildings shall be allowed.

ARTICLE VIII

SUBDIVISION OF LOT

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Declarant's approval shall be in the sole discretion of the Declarant. The Declarant reserves the right to change the boundaries of any Lot until conveyed by the Declarant. Any change to the boundary of a Lot shall be subject to compliance with all applicable laws, ordinances and regulations.

ARTICLE IX

DWELLING SIZE

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 1,400 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 1,000 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling contains at least 1,400 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements and garages below grade level).

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ARTICLE X

BUILDING AND DRIVEWAY LOCATION

Building locations shall be approved by the Architectural Committee, provided, no building shall be located on any Lot: nearer than twenty-five (25) feet to the front Lot line; nearer than fifteen (15) feet to the rear Lot line; nearer than seven and one-half (7.5) feet to a side-interior Lot line; or nearer than fifteen (15) feet to a side-corner Lot line. For the purposes of this Article, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than five (5) feet to an interior Lot line except a back-up or turn-around pad may be located as near as one (1) foot to an interior Lot line. In the event a Lot shall have frontage on more than one street, the Architectural Committee shall determine and declare which Lot boundary is the front Lot line. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article and establish set-backs for any irregular shaped Lot.

ARTICLE XI

GARAGES

Each dwelling shall have a functional garage with a capacity of no less than two (2) automobiles.

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ARTICLE XII

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE XIII

TEMPORARY STRUCTURES

No structure of a temporary character, outbuilding or vehicle, including but not limited to, recreational vehicle, motor vehicle, trailer, basement, tent, shack, garage, barn or storage building shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE XIV

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign which shall be a maximum of two (2) feet by three (3) feet in size to advertise the property for sale or lease and except signs used by Declarant to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

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ARTICLE XV

ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that they are kept in accordance with the terms of this Declaration, and provided further that no swine, monkey, ape or other wild or exotic animal shall be raised, bred or kept on any Lot, and provided further the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. No pen, kennel, doghouse or other structure or improvement intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VI of this Declaration. All dogs, cats or other household pets shall at all times be: confined within the Owner's dwelling, fenced yard or approved structure; ~~securely~~ on a leash; or under strict voice control. Animals may not be tied in the front yard ~~unattended~~. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

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ARTICLE XVI
RADIO AND TELEVISION ANTENNA,
FLAGPOLES, SPORTS EQUIPMENT AND TANKS

No exterior radio, television or satellite-dish antenna, antenna poles, masts or towers or other exterior reception devices or systems may be installed on any portion of the Properties unless such installation and the size, color and design of the system have been approved by the Architectural Committee. Sports and play equipment and facilities, such as basketball goals, tennis courts and playground equipment shall be located only in a location approved by the Architectural Committee in a manner in which it is least visible from any street and in a manner in which it will not constitute an annoyance or nuisance to any Owner of a Lot. The type, location and placement of any outdoor lighting shall be subject to the approval of the Architectural Committee, which approval shall be conditioned upon the Owner providing visual screening of any such lighting by existing trees and vegetation and/or additional landscaping. Such outdoor lighting shall be used only during the hours established from time to time by the Board of Directors of the Association. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee, provided, however, no tank for the storage of a petroleum based product shall be permitted. A flagpole for the display of the American flag or flag of another nationality or of a state shall be permitted if the flagpole and flag, and location thereof, are first approved by the Architectural Committee and used for no purpose other than to display a flag.

ARTICLE XVII

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties other than such boxes or receptacles which have been approved by the Architectural Committee. This restriction is intended to ensure uniform design and quality of such boxes or receptacles.

ARTICLE XVIII

EXTERIOR MAINTENANCE

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, and the exterior of the building located on the Lot in a neat, safe and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE XIX

**BOATS, TRAILERS, RECREATIONAL VEHICLES
AND ACTIVITIES AND COMMERCIAL VEHICLES**

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or parked or stored on any Lot in a manner which is readily visible from any roadway or other Lot. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkept conditions, shall not be pursued or undertaken except within an enclosed garage or other enclosed structure. No commercial vehicle shall be permitted to be parked and remain overnight on any street or on any Lot except entirely within an enclosed garage or other enclosed structure. No commercial vehicle of any kind shall be permitted to be parked on any street or any Lot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for grounds maintenance, or unless such vehicle is entirely within an enclosed garage or other enclosed structure.

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ARTICLE XX

ACCESS TO OTHER PROPERTY

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as a pedestrian or vehicular easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or Lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

ARTICLE XXI

VEHICLES PROHIBITED

No motorized vehicle of any type shall be used on any portion of the Properties except on the streets, driveways, and parking areas intended for such use. Only street legal vehicles shall be allowed on any street.

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ARTICLE XXII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

ARTICLE XXIII

FACTORY BUILT STRUCTURES

No dwelling that is commonly known as "factory built," "modular," or "mobile home" construction shall be placed or permitted to remain on any Lot.

ARTICLE XXIV

DRIVEWAYS AND PARKING AREAS

All driveways, parking areas and sidewalks shall be constructed of concrete or exposed aggregate, as approved by the Architectural Committee. Driveways shall be located when the Lot is first cleared to minimize damage to the roadway. Each Owner shall be responsible for any damage caused to the roadway, drainage swale or other drainage facilities and shall repair any such damage or reimburse the Declarant for the cost of repair within thirty (30) days from the issuance of the certificate of occupancy. All driveways shall have a minimum width of nine (9) feet and all

sidewalks shall have a minimum width of four (4) feet. All connections of driveways to roadways within the Properties shall be made in a neat, workmanlike manner in a manner designed to cause minimum interference with stormwater drainage. A culvert shall be installed where driveways cross a drainage swale. Culverts shall have mitered ends. All such connections shall be approved by the Architectural Committee.

ARTICLE XXV

UTILITY CONNECTIONS

AND SOLAR COLLECTORS

All utility connections to any structure on any Lot including, but not limited to, water, electricity, telephone, cable television and sanitary sewage, shall be placed underground from the proper connecting points to the structure in a manner acceptable to the governing utility authority. No solar collector or other similar device or system shall be placed or permitted to remain on any structure or on any Lot unless the location, design and construction of the device or system are approved by the Architectural Committee.

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ARTICLE XXVI

HEATING AND AIR-CONDITIONING SYSTEMS

Any and all heating and air-conditioning equipment required to be outside of a structure shall be located to the rear or side of the structure. No such equipment shall be located at the front of any structure. Window air-conditioning units shall not be permitted.

ARTICLE XXVII

WALLS, FENCES AND GATEPOSTS

Walls, fences and gateposts shall be subject to review and approval as set forth in Article VI above. The Architectural Committee, in its sole discretion, may refuse to approve any plan for any wall, fence or gatepost that is not in harmony with the existing or proposed structure, landscaping or general characteristics of the Lot and the surrounding Properties. Fencing shall be a Ashadow box@ design with a height of six (6) feet. Fencing shall extend from the rear corners of the house unless otherwise approved by the Architectural Committee. There shall be no chain link, welded wire, hog wire, field fence, or similar type of fencing material allowed. The specific provisions contained in this Article shall be construed to be in furtherance, and not in limitation, of the provisions set forth in Article VI above.

ARTICLE XXIII

FIREARMS, FIREWORKS AND BURNING

No hunting, trapping, or shooting of any kind, including, but not limited to, guns, rifles, shotguns, hand guns, pellet, B.B. or other guns, blow guns, slings, slingshots, and bows and

arrows, shall be allowed anywhere on the Properties. No fireworks or burning shall be allowed at anytime anywhere on the Properties.

ARTICLE XXIX

WATER SUPPLY

No individual water supply system of any type shall be permitted on any Lot unless approved by the Architectural Committee as to the location and structure for the well pump and tank.

ARTICLE XXX

CONSTRUCTION OF IMPROVEMENTS

Section 1. Time for Completion. The exterior of all residences and detached buildings shall be completed within one (1) year after the commencement of construction, unless a longer period of construction is specifically approved in writing by the Architectural Committee at the time of approval of the improvements or unless such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, floods, lightning, earthquakes or other casualties; and notwithstanding the foregoing provision, the exterior of all residences and detached buildings shall be completed within eighteen (18) months after the construction of such residence or detached building shall have been commenced. The Architectural Committee or the Board of Directors of the Association may extend this period only for good cause shown.

Section 2. Destruction. In the event any improvement is destroyed, in whole or in part, the debris therefrom must be removed and the Lot restored to a neat and sightly condition as soon as practical but no later than three (3) months after the date of the destruction. Any damaged

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DC, Brent Thurmond, WAKULLA County B:618 P:272

improvements shall be restored or completely demolished and removed within nine (9) months after the date of destruction.

Section 3. Storage of Materials. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices or other materials or devices used for building purposes shall be placed, stored or kept on any Lot, except during and when being used in construction. During construction, no fill, dirt, sand, block, pipe or construction debris shall be stored on or allowed to remain on any Lot for over ninety (90) days.

Section 4. Occupancy. Before any residence constructed on a Lot may be occupied, a certificate of occupancy for the residence must be issued by the appropriate governmental authority, the Lot must be cleaned and all building materials and devices used in connection with the construction of the residence must be removed from the Lot.

ARTICLE XXXI

PRIMARY BUILDERS

The Declarant shall have the right to designate primary builders from time to time. Such primary builders shall have the right to maintain model homes with appropriate on-site parking and signage as well as off-site directional signs and flags as approved by the Declarant. This right shall continue as long as the Declarant or any designated primary building retain ownership of a Lot.

Inet:0000230659 Date:10/03/2005 Time:15:05
DC, Brent Thurmond, WAKULLA County B:618 P:273

ARTICLE XXXII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The Board of Directors may assess reasonable fees against any Owner for failure to comply with any covenant, condition or restriction in this Declaration. The failure of the Association or 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional property may be annexed to the Properties with the consent of two-thirds (2/3) of the Lot Owners. Any such annexation shall be effected by an amendment to this Declaration recorded in the Public Records of Wakulla County, Florida. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities as it

deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof.

Section 5. Variances. The Declarant, as long as the Declarant owns any Lot, shall have the right to grant variances from any covenant, condition or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the Declarant.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Wakulla County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. Except as specifically provided herein, this Declaration may only be amended during the first twenty (20) year period by an instrument signed by not less than three-fourths (3/4) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment.

Section 7. Amendments by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, the Declarant may, in its sole discretion, by an instrument filed of record, modify, amend, waive or add to the covenants, conditions, restrictions and

other provisions set forth in this Declaration. Without in any way limiting the generality of the foregoing, the Declarant shall have the right to amend this Declaration to include any provisions required to be set forth herein pursuant to the terms of any local ordinance relating to the form and content of restrictive covenants generally. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment shall be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

MGB Properties LLC, a Georgia
limited liability company

Robert Mayo
Robert Mayo
Print or type name.

R
Randall Minchin
Print or type name.

By: [Signature]
Its: Managing Member

Inst: 0000230659 Date: 10/03/2005 Time: 15:05
DC: Brent Thurmond, WAKULLA County B: 618 P: 276

UNOFFICIAL

STATE OF GEORGIA
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 15th day of September, 2005,
by Richard Markin, as Managing Member of MGB Properties, LLC, a Georgia limited
liability company, on behalf of the company. He

 is personally known to me, or
☒ has produced Driver's License as identification.

[Signature]
Notary Public

Alaina McCandless

Print or Type Name

NOTARY PUBLIC

My Commission Expires:

Notary Public Fulton County Georgia
My Commission Expires
August 11th, 2008

1000000230659 Date:10/03/2005 Time:15:05
DC, Brent Thurmond, WAKULLA County B:618 P:277

UNOFFICIAL

Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
 125 Sheldon Street
 Sopchoppy, Florida 32358
 USA

Phone: 850-962-2538
 Fax: 850-962-1103

November 17, 2004

Legal Description of a 61.76 Acre Tract
 For: MGB Properties, LLC

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

Commence at the Southwest corner of Section 17, Township 3 South, Range 1 West of the Public Records of Wakulla County, Florida and run South 88 degrees 57 minutes 00 seconds East along the Southerly boundary of said Section 17 a distance of 902.69 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 01 degrees 03 minutes 00 seconds East 1105.00 feet, thence run South 88 degrees 57 minutes 00 seconds East 30.00 feet, thence run North 01 degrees 03 minutes 00 seconds East 150.00 feet, thence run North 88 degrees 57 minutes 00 seconds West 494.65 feet to a point of curve to the left having a radius of 150.00 feet, through a central angle of 42 degrees 13 minutes 48 seconds for an arc distance of 110.56 feet, chord being South 69 degrees 56 minutes 06 seconds West 108.07 feet, thence run North 41 degrees 10 minutes 54 seconds West 147.08 feet, thence run North 00 degrees 16 minutes 31 seconds West 133.75 feet, thence run South 89 degrees 11 minutes 28 seconds East 1079.48 feet to a point lying on the North boundary of the Southwest quarter of the Southwest quarter of said Section 17, thence run Northeasterly along said Northerly boundary (as monumented) the following three (3) courses: North 89 degrees 55 minutes 33 seconds East a distance of 503.26 feet, North 89 degrees 55 minutes 15 seconds East 365.33 feet, North 89 degrees 11 minutes 29 seconds East 439.98 feet, thence run South 00 degrees 09 minutes 43 seconds East 1494.90 feet to a point lying on the South boundary of said Section 17, thence run North 88 degrees 57 minutes 00 seconds West along said South boundary (as monumented) a distance of 1751.55 feet to the POINT OF BEGINNING containing 61.76 acres, more or less.

SUBJECT TO a 100.00 foot wide powerline easement lying over and across the Easterly 100.00 feet thereof.

NO FIELD work has been performed to verify the accuracy of the property described hereon.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

James T. Roddenberry
 Surveyor and Mapper
 Florida Certificate No: 4261

00-721ac.61.76

Inst:0000230659 Date:10/03/2005 Time:15:05

DC, Brent Thurmond, WAKULLA County B:618 P:278

THIS INSTRUMENT PREPARED BY
AND RETURNED TO:
RUSSELL D. GAUTIER, ESQUIRE
WILLIAMS, GAUTIER, GWYNN, DELOACH & SORENSON, P.A.
P. O. BOX 4128
TALLAHASSEE, FLORIDA 32315-4128

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LINZY MILL**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LINZY MILL is made and executed this 8th day of September, 2006,
by **MGB Properties, LLC**, a Georgia limited liability company, whose address is 1050-B Marietta
Street NW, Atlanta, Georgia 30318 (hereinafter referred to as the "Declarant")

WITNESSETH:

WHEREAS, the Declarant subjected certain property located in Wakulla County, Florida to
certain easements, restrictions, covenants and conditions pursuant to that Declaration of Covenants,
Conditions and Restrictions for Linzy Mill dated September 15, 2005, and recorded in Official
Records Book 618, Page 248, of the Public Records of Wakulla County, Florida (hereinafter referred
to as the "Declaration"); and

WHEREAS, the Declarant remains the owner of more than three-quarters (3/4) of the Lots;
and

WHEREAS, the Declarant reserved the right to amend the Declaration; and

WHEREAS, the Declarant excluded from the definition of a Lot in the Declaration Lots 1,
2 and 3, Block A, of Linzy Mill Subdivision; and

WHEREAS, the Declarant intended to less and except the said Lots 1, 2 and 3, Block A, of Linzy Mill Subdivision from the "Exhibit A" attached to the Declaration and from the definition of Properties in the Declaration; and

WHEREAS, the Plat of Linzy Mill Subdivision has been corrected and amended and the Declarant desires to further amend the Declaration to reflect such correction and amendment.

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions and other good and valuable considerations, the receipt and sufficient of which are hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. The Declaration is hereby amended to less and except Lots 1, 2 and 3, Block A, of Linzy Mill Subdivision, a subdivision as per map or plat thereof recorded in Plat Book 4, Pages 36 and 37, Public Records of Wakulla County, Florida, from the legal description attached as "Exhibit A" to the Declaration, thereby excluding the said Lots 1, 2 and 3, Block A, of Linzy Mill Subdivision from the definition of Properties under the Declaration. The said Lots 1, 2 and 3, Block A, of Linzy Mill Subdivision shall not be subject to the terms, conditions or restrictions of the Declaration.

2. Section 6, Article I of the Declaration is hereby amended to read in its entirety as follows:

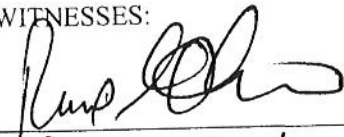
Section 6. "Plat of Linzy Mill" shall mean and refer to the Plat of Linzy Mill, as recorded in Plat Book 4, Pages 36 and 37, of the Public Records of Wakulla County, Florida, as corrected and amended by that Surveyor's Affidavit recorded in Official Records Book 672, Page 304, of the Public Records of Wakulla County, Florida, and that Surveyor's Affidavit recorded in Official Records Book 672, Page

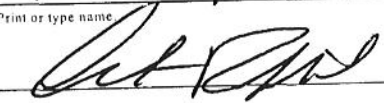
306, of the Public Records of Wakulla County, Florida, and as the said Plat may be further corrected and amended. All references to the Plat of Linzy Mill in the Declaration, including Article V of the Declaration, shall mean and refer to the Plat of Linzy Mill, as corrected and amended.

3. The Declaration, as amended hereby, shall remain in full force and effect.

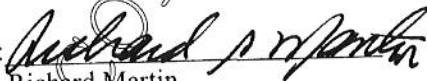
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed and its seal affixed hereto the day and year first above written.

WITNESSES:


Robert Guthmann
Print or type name


Anthony Riffel
Print or type name

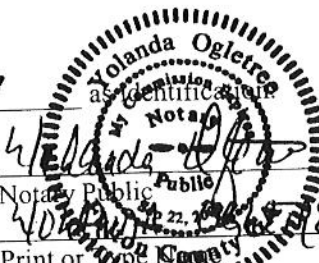
MGB Properties LLC, a Georgia
limited liability company

By: 
Richard Martin
Its: Managing Member

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 8th day of September, 2006, by Richard Martin, as Managing Member of MGB Properties, LLC, a Georgia limited liability company, on behalf of the company. He

- ☐ is personally known to me, or
☒ has produced GAD # 007863887


Yolanda Ogletree
Notary Public
Print or type name
My Commission Expires: 9/22/2008

Instrument Prepared By:
Nicholas Yonclas
Post Office Box 386
Eastpoint, Florida 32328

**LINZY MILL
SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions For Linzy Mill is made and executed this 31st day of December, 2007, by MGB Properties, LLC, a Georgia limited liability company whose address is 1050-B Marietta Street, NW, Atlanta, Georgia 30318, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant executed and caused to be recorded the Declaration of Covenants, Conditions and Restrictions For Linzy Mill in Official Records Book 618, Page 248-277, of the Public Records of Wakulla County, Florida;

WHEREAS, the Declaration provides that amendments can be made to the Declaration by the Declarant at any time (see Article XXXII, Section 7), but before transition of association control in the community must occur, as provided in Section 720.307, Florida Statutes; and

WHEREAS, Declarant still owns a sufficient number of lots subject to this Declaration such that a triggering of transition of association control in the community has not yet occurred, and Declarant desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions, Ten Dollars (\$10.00) and other good and valuable considerations, it is provided as follows:

1. Article VI of the Declaration is hereby amended to reflect the following changes:
 - a. Daron Bridges and Fred Saxon are removed as members of the Architectural Committee, and they are replaced by Richard Martin and Neal Bolton;
 - b. Instead of the registered office of Turner Heritage Homes, Inc, all notices and submission requests to be given to the Architectural Committee shall be delivered by mail to George Johnston, 6050 Oakwood Trail, Crawfordville, Florida 32327;

- c. Richard Martin and Neal Bolton may delegate by proxies their authority to act as members of the Architectural Committee to George Johnston;
- d. Further changes in the composition of the Architectural Committee, as well as the mailing address for notices and submission requests provided for in b. above and the delegation of authority by proxies provided for in c. above, may be effected by resolution of the Board of Directors, as opposed to amendment of the Declaration.

2. The Declaration, as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed as of the day and year first above written.

Signature of First Witness

George W. Rohrer
Printed Name of First Witness

Signature of Second Witness

John Fraser
Printed Name of Second Witness

MGB Properties, LLC, a Georgia
limited liability company

By Richard Martin
Its Managing Member

State of Georgia,
County of Fulton.

The foregoing instrument was acknowledged before me this 31st day of December, 2007 by Richard Martin, as Managing Member of MGB Properties, LLC, a Georgia limited liability company, on behalf of the company. He

☒ is personally known to me, or
☐ has produced _____ as identification

NOTARY PUBLIC (Signature)

NANCY L. DOWDLE

Notary Public, Fulton County, Georgia

Print or Type Name and Title of Notary Public, 2009

MY COMMISSION EXPIRES:

Prepared by and return to:
Rosel Rodríguez Pine, Esq.
Edwards Cohen
6 East Bay Street, Suite 500
Jacksonville, Florida 32202

RE Parcel ID Nos.
17-3S-01W-000-04454-000,
17-3S-01W-000-04457-A01,
17-3S-01W-000-04457-A02,
17-3S-01W-000-04457-A03

**FIRST AMENDMENT TO EASEMENTS WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND ("ECR")**

THIS FIRST AMENDMENT is made as of the 4th day of October, 2006, between **WAL-MART STORES EAST, LP**, a Delaware limited partnership, whose mailing address is 2001 S.E. 10th Street, Bentonville, Arkansas 72716 ("Wal-Mart"), **MGB PROPERTIES, LLC**, a Georgia limited liability company, whose mailing address is P. O. Box 93391, Atlanta, Georgia 30377 ("MGB"), and **PIEDMONT CRAWFORDVILLE PARTNERS, L.P.**, a Texas limited partnership, whose address is 3400 Carlisle Street, Suite 445, Dallas, Texas 75204.

WITNESSETH:

WHEREAS, Wal-Mart and MGB entered into that certain Easement with Covenants and Restrictions Affecting Land ("ECR") dated as of December 8, 2004, recorded in Official Records Book 569, page 900, of the public records of Wakulla County, Florida, with respect to certain lands owned by Wal-Mart and described as "Tract 1" in Exhibit B to the ECR, and with respect to certain lands owned by MGB and described as "Tracts 2, 3 and 4" in Exhibits C, D and E, respectively, of the ECR; and

WHEREAS, pursuant to the ECR, Wal-Mart and MGB granted to one another certain easement rights across portions of Tracts 1, 2 and 3, and MGB agreed to certain use restrictions being placed upon Tracts 2, 3 and 4; and

WHEREAS, MGB has platted the lands described as Tracts 2 and 3 in the ECR and such lands taken together are now legally described as:

All of Linzy Mill Subdivision, according to the plat thereof as recorded in Plat Book 4, page 36, of the public records of Wakulla County, Florida, as corrected and amended by that Surveyor's Affidavit recorded in Official Records Book 672, Page 304, of the Public Records of Wakulla County, Florida (the "Plat");

and

Wal-Mart, Crawfordville, Florida
Store No. 3307-00

WHEREAS, MGB has this day conveyed Tract 2 and a portion of Tract 3 (as such terms are defined in the ECR) to Piedmont; and

WHEREAS, the parties wish to amend the provisions of the ECR to reflect the platting of MGB's Tracts and redefine certain of the Tracts, as provided herein.

NOW, THEREFORE, for and in consideration of the premises, Wal-Mart, MGB and Piedmont do hereby agree as follows:

1. **Redefinition of Tract 2.** Tract 2, as such term is used in the ECR, is hereby redefined to be comprised of the following described lands:

Lots 1, 2 and 3, Block A, of Linzy Mill Subdivision, according to the plat thereof as recorded in Plat Book 4, page 36, of the public records of Wakulla County, Florida, as corrected and amended by that Surveyor's Affidavit recorded in Official Records Book 672, Page 304, of the Public Records of Wakulla County, Florida.

The above described lands shall be deemed to be "Tract 2" for all purposes under the ECR. The owner of redefined Tract 2 is Piedmont.

2. **Redefinition of Tract 3.** Tract 3, as such term is used in the ECR, is hereby redefined to be comprised of the following described lands:

All of Linzy Mill Subdivision, according to the plat thereof as recorded in Plat Book 4, page 36, of the public records of Wakulla County, Florida, as corrected and amended by that Surveyor's Affidavit recorded in Official Records Book 672, Page 304, of the Public Records of Wakulla County, Florida, LESS AND EXCEPT Lots 1, 2 and 3, Block A, of said Linzy Mill Subdivision.

The above described lands shall be deemed to be "Tract 3" for all purposes under the ECR. The owner of redefined Tract 3 is MGB.

3. **No Adverse Effect.** Notwithstanding the foregoing, MGB and Piedmont, for themselves and their successors and assigns, hereby acknowledge and agree that the foregoing redefinition of Tracts 2 and 3 and the corresponding increase in the area of Tract 2 whose surface and stormwater drainage shall be accommodated by the Wal-Mart Pond shall not result in any additional permitting or other costs to Wal-Mart, and shall not adversely affect the existing permit(s) applicable to the Pond and the drainage System serving Tracts 1 and 2 (as such terms are defined in the ECR). In the event any permit is required to be modified in order to implement the provisions of this Amendment, the Owner of Tract 2 shall be responsible for obtaining such modification at its cost, provided that such modification shall not adversely affect Wal-Mart or the drainage rights of Tract 1. Nothing contained in this Amendment shall allow any party other than Wal-Mart to perform any construction work within Tract 1.

4. **No Other Modifications.** Except as expressly modified herein, the ECR remains unmodified and in full force and effect.

5. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single original in order to form a single original of this Agreement.

[Signatures on following pages]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first written above.

WITNESSES:

MGB PROPERTIES, LLC,
a Georgia limited liability company

[Signature]
Name: Mr. Shawn Nicholson

By: [Signature]
Richard S. Martin, Manager

[Signature]
Name: Joe WEBSTER

STATE OF GEORGIA
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 4th day of October, 2006, by Richard S. Martin, as Manager of MGB Properties, LLC, a Georgia limited liability company, on behalf of the company. He ☐ is personally known to me or ☒ has produced GA ID # 007863887 as identification.

[Signature]
Name: Volanda Ogletree
Notary Public, State of Georgia
Commission Number: _____
My commission expires: _____



WITNESSES:

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE MANAGEMENT, LLC, a Delaware
limited liability company, General Partner

Alicia Blagg
Name: Alicia Blagg
Kristen Rooge
Name: Kristen Rooge

By: Frances Coberly
Frances Coberly,
Director of Realty Management AB

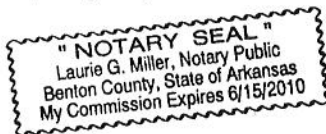
Approved as to legal terms only
by [Signature]
WAL-MART LEGAL DEPT.
Date: 1/26/2007

STATE OF ARKANSAS
COUNTY OF BENTON

The foregoing instrument was acknowledged before me this 30th day of January,
2007, by Frances Coberly, as Director of Realty Management of WSE MANAGEMENT, LLC, a
Delaware limited liability company, as General Partner of WAL-MART STORES EAST, LP, a
Delaware limited partnership, on behalf of the company and the partnership. He ☒ is personally
known to me or ☐ has produced _____ as identification.

Laurie G. Miller
Name: Laurie G. Miller
Notary Public, State of Arkansas
Commission Number: _____
My commission expires: 6/15/2010

[Notary Seal]



Wal-Mart, Crawfordville, Florida
Store No. 3307-00


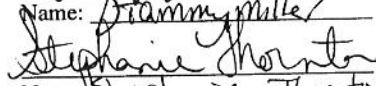
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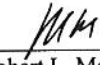
WITNESSES:

PIEDMONT CRAWFORDVILLE PARTNERS, L.P.,
a Texas limited partnership

By: PIEDMONT PARTNERS, L.P.,
a Texas limited partnership


By: PIEDMONT CAPITAL CORPORATION,
a Texas corporation, General Partner


Name: Tammy Miller

Name: Stephanie Thornton

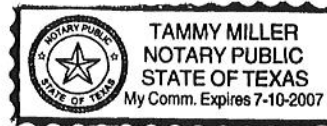
By: 
Robert L. Mencke,
Vice President

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 3rd day of October, 2006,
by Robert L. Mencke, Vice President of Piedmont Capital Corporation, a Texas corporation, as
General Partner of Piedmont Partners, L.P., a Texas limited partnership, General Partner of
Piedmont Crawfordville Partners, L.P., a Texas limited partnership, on behalf of the corporation
and the partnerships. He is personally known to me.


Name: Tammy Miller
Notary Public, State of Texas
Commission Number: NA
My commission expires: 7-10-07

[Notary Seal]



Wal-Mart, Crawfordville, Florida
Store No. 3307-00