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CROSS REFERENCE DEED BOOK 1896, PAGE 141

STATE OF COLORADO
COUNTY OF DENVER

FILE NO. 15C0164

Declaration of Covenants, Conditions and Restrictions

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 14th day of September, 2015, by the undersigned, RLF TRANQUILITY PROPERTIES, LLC (hereinafter referred to as "OWNER") to wit:

WITNESSETH:

WHEREAS, the undersigned is the OWNER of all that tract or parcel of land lying and being in Gilmer County, Georgia, by way of that limited warranty deed dated December 15, 2014, and recorded in Deed Book 1896, Page 141, Gilmer County, Georgia records, said property being:

PHASE 4 TRACTS A-C

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 271, 272, 305 & 306 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS TRACTS A, B, AND C AS SHOWN ON FINAL PLAT FOR TRANQUILITY AT CARTERS LAKE, PHASE FOUR PREPARED BY CHASTAIN & ASSOCIATES, P.C. DATED JUNE 9, 2006 AND RECORDED IN PLAT BOOK 47, PAGES 234 THROUGH 240. SAID PARCEL OF LAND, BEING THE SUM OF THESE THREE TRACTS, CONTAINS 10.43 ACRES MORE OR LESS.

PHASE 6A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 268 & 269 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR SET AT THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD 3887.83' TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE S37°37'05"W A DISTANCE OF 287.02' TO A POINT; THENCE S15°09'08"W A DISTANCE OF 474.99' TO A POINT; THENCE S53°46'40"W A DISTANCE OF 470.01' TO A POINT; THENCE N00°12'54"W A DISTANCE OF 48.28' TO A 1-1/2" TEE IRON FOUND; THENCE N65°07'05"W A DISTANCE OF 352.36' TO A 1-1/2" TEE IRON FOUND; THENCE N06°13'48"W A DISTANCE OF 597.02' TO A 1-1/2" TEE IRON FOUND; THENCE S89°46'02"W A DISTANCE OF 404.02' TO A POINT; THENCE N00°10'57"W A DISTANCE OF 792.27' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 8.13', WITH A RADIUS OF 141.05', WITH A CHORD BEARING OF S51°08'24"E, WITH A CHORD LENGTH 8.15' TO A MON 2+94.86;

THENCE S49°30'29"E A DISTANCE OF 52.64' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 188.54', WITH A RADIUS OF 241.05', WITH A CHORD BEARING OF S71°57'18"E, WITH A CHORD LENGTH 183.77' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP; THENCE N85°40'29"E A DISTANCE OF 92.58' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP; THENCE N85°48'41"E A DISTANCE OF 341.29' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 424.94', WITH A RADIUS OF 470.87', WITH A CHORD BEARING OF S68°26'31"E, WITH A CHORD LENGTH 410.67' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP; THENCE S42°32'23"E A DISTANCE OF 549.75' TO A POINT AND THE TRUE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINS 31.12 ACRES MORE OR LESS.

PHASE 6B-1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 268 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT AT THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD 4252.92' TO A POINT AND THE TRUE POINT OF BEGINNING;
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD THE FOLLOWING (3) COURSES:

1. THENCE N42°31'45"W A DISTANCE OF 91.36' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP;
2. THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 515.65', WITH A RADIUS OF 570.87', WITH A CHORD BEARING OF N68°24'11"W, WITH A CHORD LENGTH 498.29' TO A U.S.A.C.O.E CONCRETE MONUMENT WITH BRASS CAP;
3. THENCE S85°45'18"W A DISTANCE OF 63.63';

THENCE N11°54'22"E A DISTANCE OF 376.59' TO A POINT; THENCE N51°43'43"W A DISTANCE OF 268.20' TO A TEE IRON FOUND; THENCE N29°40'41"E A DISTANCE OF 839.97' TO A TEE IRON FOUND; THENCE S56°35'33"E A DISTANCE OF 417.67' TO A TEE IRON FOUND; THENCE S31°06'24"E A DISTANCE OF 782.53' TO A POINT; THENCE S29°56'53"W A DISTANCE OF 491.56' TO A POINT; THENCE S47°28'15"W A DISTANCE OF 275.98' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD AND THE TRUE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINING 23.12 ACRES MORE OR LESS.

PHASE 6B-2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 268, 269, & 273 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE IN AN EASTERLY DIRECTION ALONG THE NORTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD 3718.91' TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE N42°31'45"W A DISTANCE OF 534.60' TO A POINT; THENCE N47°28'15"E A DISTANCE OF 275.98' TO A POINT; THENCE N29°56'53"E A DISTANCE OF 491.56' TO A POINT; THENCE N31°06'24"W A DISTANCE OF 782.53' TO A TEE IRON FOUND; THENCE N31°22'08"E A DISTANCE OF 760.88' TO A POINT; THENCE S81°37'37"E A DISTANCE OF 45.74' TO A POINT; THENCE S72°01'37"E A DISTANCE OF 179.37' TO A POINT; THENCE N74°41'23"E A DISTANCE OF 73.33' TO A POINT; THENCE S84°18'37"E A DISTANCE OF 149.38' TO A POINT; THENCE S32°11'12"W A DISTANCE OF

910.74' TO A 1/2" REBAR FOUND; THENCE S47°17'49"E A DISTANCE OF 746.38' TO A POINT; THENCE S41°29'11"W A DISTANCE OF 482.68' TO A POINT; THENCE S52°18'21"W A DISTANCE OF 167.50' TO A POINT; THENCE S01°18'07"W A DISTANCE OF 132.62' TO A POINT; THENCE S03°03'10"E A DISTANCE OF 226.32' TO A POINT; THENCE S38°39'33"W A DISTANCE OF 215.95' TO A POINT AND THE TRUE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 20.47 ACRES MORE OR LESS.

PHASE 7

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 270 & 271 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ROCK FOUND ON THE NORTH LINE LAND LOT 16 OF THE 24TH DISTRICT (ALSO BEING THE SOUTH LINE OF LAND LOT 271); THENCE ALONG THE SOUTH LINE OF LAND LOT 271 N87°07'16"W A DISTANCE OF 513.01' TO A 1/2" REBAR FOUND; THENCE CONTINUING ALONG THE SOUTH LINE OF LAND LOT 271 N87°35'44"W A DISTANCE OF 1771.06' TO A POINT IN THE CENTERLINE OF A STREAM;

THENCE ALONG THE CENTERLINE OF SAID STREAM THE FOLLOWING (42) COURSES:

1. THENCE N 21°08'00" W A DISTANCE OF 22.50';
2. THENCE N 14°20'00" W A DISTANCE OF 20.14';
3. THENCE N 41°08'35" W A DISTANCE OF 14.70';
4. THENCE N 28°32'47" W A DISTANCE OF 36.80';
5. THENCE N 74°17'02" W A DISTANCE OF 36.66';
6. THENCE N 38°12'45" E A DISTANCE OF 16.31';
7. THENCE N 58°18'20" W A DISTANCE OF 21.13';
8. THENCE N 37°07'25" W A DISTANCE OF 29.10';
9. THENCE N 31°08'39" W A DISTANCE OF 37.52';
10. THENCE N 62°08'10" W A DISTANCE OF 26.07';
11. THENCE N 18°04'32" W A DISTANCE OF 36.13';
12. THENCE N 15°08'25" W A DISTANCE OF 24.79';
13. THENCE N 15°59'47" W A DISTANCE OF 21.98';
14. THENCE N 37°39'10" W A DISTANCE OF 23.71';
15. THENCE N 30°12'04" W A DISTANCE OF 22.12';
16. THENCE N 58°41'22" W A DISTANCE OF 45.89';
17. THENCE N 28°14'45" W A DISTANCE OF 38.52';
18. THENCE N 00°54'58" E A DISTANCE OF 36.44';
19. THENCE N 03°15'42" W A DISTANCE OF 40.15';
20. THENCE N 60°50'13" W A DISTANCE OF 16.67';
21. THENCE N 24°23'50" W A DISTANCE OF 17.81';
22. THENCE N 33°12'53" W A DISTANCE OF 26.52';
23. THENCE N 03°58'57" W A DISTANCE OF 20.22';
24. THENCE N 16°59'57" W A DISTANCE OF 34.62';
25. THENCE N 13°06'46" E A DISTANCE OF 17.30';
26. THENCE N 44°15'34" W A DISTANCE OF 25.98';
27. THENCE N 43°53'57" W A DISTANCE OF 24.36';
28. THENCE N 23°21'17" E A DISTANCE OF 25.06';
29. THENCE N 04°29'05" E A DISTANCE OF 41.17';
30. THENCE N 25°50'17" W A DISTANCE OF 52.14';
31. THENCE N 24°48'32" W A DISTANCE OF 21.12';
32. THENCE N 33°34'11" W A DISTANCE OF 20.99';
33. THENCE N 39°24'41" W A DISTANCE OF 28.41';
34. THENCE N 22°05'36" W A DISTANCE OF 32.76';
35. THENCE N 05°59'12" W A DISTANCE OF 13.18';
36. THENCE N 25°55'55" W A DISTANCE OF 33.61';
37. THENCE N 11°03'49" W A DISTANCE OF 46.71';
38. THENCE N 10°41'53" W A DISTANCE OF 28.52';
39. THENCE N 06°03'44" E A DISTANCE OF 28.82';

- 40. THENCE N 01°05'57" E A DISTANCE OF 38.97';
- 41. THENCE N 13°52'51" W A DISTANCE OF 33.92';
- 42. THENCE N 10°26'26" W A DISTANCE OF 2.52';

THENCE S60°58'09"E A DISTANCE OF 226.03' TO A U.S.C.O.E. ALUMINUM MONUMENT FOUND (STATION 271-A); THENCE N28°55'49"E A DISTANCE OF 424.80' TO A POINT IN THE CENTERLINE OF A STREAM;

THENCE ALONG THE CENTERLINE OF STREAM THE FOLLOWING (88) COURSES;

- 1. THENCE N67°33'53"E A DISTANCE OF 22.39' TO A POINT;
- 2. THENCE N86°09'03"E A DISTANCE OF 19.68' TO A POINT;
- 3. THENCE N82°28'30"E A DISTANCE OF 18.86' TO A POINT;
- 4. THENCE S83°18'01"E A DISTANCE OF 5.04' TO A POINT;
- 5. THENCE S78°24'32"E A DISTANCE OF 12.30' TO A POINT;
- 6. THENCE S27°09'37"E A DISTANCE OF 5.59' TO A POINT;
- 7. THENCE S52°27'15"E A DISTANCE OF 35.53' TO A POINT;
- 8. THENCE S81°54'20"E A DISTANCE OF 53.20' TO A POINT;
- 9. THENCE N69°33'19"E A DISTANCE OF 24.50' TO A POINT;
- 10. THENCE S80°16'13"E A DISTANCE OF 39.72' TO A POINT;
- 11. THENCE S72°40'30"E A DISTANCE OF 48.05' TO A POINT;
- 12. THENCE S83°49'53"E A DISTANCE OF 59.71' TO A POINT;
- 13. THENCE S85°55'44"E A DISTANCE OF 28.31' TO A POINT;
- 14. THENCE S87°00'11"E A DISTANCE OF 35.71' TO A POINT;
- 15. THENCE S62°56'12"E A DISTANCE OF 20.76' TO A POINT;
- 16. THENCE S89°17'11"E A DISTANCE OF 15.11' TO A POINT;
- 17. THENCE S67°45'58"E A DISTANCE OF 32.77' TO A POINT;
- 18. THENCE S61°45'32"E A DISTANCE OF 28.92' TO A POINT;
- 19. THENCE S64°32'32"E A DISTANCE OF 26.08' TO A POINT;
- 20. THENCE S05°15'25"E A DISTANCE OF 28.29' TO A POINT;
- 21. THENCE S34°23'20"E A DISTANCE OF 28.38' TO A POINT;
- 22. THENCE S40°57'34"E A DISTANCE OF 28.22' TO A POINT;
- 23. THENCE S26°28'19"E A DISTANCE OF 23.32' TO A POINT;
- 24. THENCE S53°07'13"E A DISTANCE OF 12.23' TO A POINT;
- 25. THENCE S63°55'04"E A DISTANCE OF 32.17' TO A POINT;
- 26. THENCE S75°24'54"E A DISTANCE OF 17.63' TO A POINT;
- 27. THENCE S76°27'44"E A DISTANCE OF 19.59' TO A POINT;
- 28. THENCE N71°49'37"E A DISTANCE OF 9.99' TO A POINT;
- 29. THENCE N57°45'04"E A DISTANCE OF 13.64' TO A POINT;
- 30. THENCE N65°53'59"E A DISTANCE OF 15.99' TO A POINT;
- 31. THENCE N83°12'43"E A DISTANCE OF 16.66' TO A POINT;
- 32. THENCE N86°00'07"E A DISTANCE OF 13.04' TO A POINT;
- 33. THENCE N61°59'20"E A DISTANCE OF 23.71' TO A POINT;
- 34. THENCE N78°02'09"E A DISTANCE OF 12.15' TO A POINT;
- 35. THENCE N40°55'37"E A DISTANCE OF 23.48' TO A POINT;
- 36. THENCE N64°27'15"E A DISTANCE OF 11.84' TO A POINT;
- 37. THENCE N60°15'00"E A DISTANCE OF 27.90' TO A POINT;
- 38. THENCE N59°05'54"E A DISTANCE OF 34.20' TO A POINT;
- 39. THENCE S65°26'49"E A DISTANCE OF 6.41' TO A POINT;
- 40. THENCE N58°11'54"E A DISTANCE OF 43.29' TO A POINT;
- 41. THENCE N57°57'52"E A DISTANCE OF 23.00' TO A POINT;
- 42. THENCE N62°04'14"E A DISTANCE OF 41.99' TO A POINT;
- 43. THENCE N68°54'05"E A DISTANCE OF 34.69' TO A POINT;
- 44. THENCE S88°01'38"E A DISTANCE OF 27.49' TO A POINT;
- 45. THENCE S74°09'39"E A DISTANCE OF 21.06' TO A POINT;
- 46. THENCE N67°31'46"E A DISTANCE OF 23.30' TO A POINT;
- 47. THENCE S63°28'15"E A DISTANCE OF 26.81' TO A POINT;
- 48. THENCE N86°10'48"E A DISTANCE OF 28.36' TO A POINT;
- 49. THENCE N77°39'55"E A DISTANCE OF 15.91' TO A POINT;

50. THENCE N58°06'26"E A DISTANCE OF 12.01' TO A POINT;
51. THENCE N38°32'02"E A DISTANCE OF 15.98' TO A POINT;
52. THENCE N88°37'13"E A DISTANCE OF 8.08' TO A POINT;
53. THENCE S48°22'59"E A DISTANCE OF 13.12' TO A POINT;
54. THENCE N85°23'06"E A DISTANCE OF 14.54' TO A POINT;
55. THENCE N68°41'31"E A DISTANCE OF 16.81' TO A POINT;
56. THENCE N60°49'34"E A DISTANCE OF 15.46' TO A POINT;
57. THENCE N86°40'15"E A DISTANCE OF 14.62' TO A POINT;
58. THENCE N82°22'19"E A DISTANCE OF 22.67' TO A POINT;
59. THENCE N73°20'59"E A DISTANCE OF 12.65' TO A POINT;
60. THENCE S64°59'11"E A DISTANCE OF 11.97' TO A POINT;
61. THENCE N88°46'03"E A DISTANCE OF 10.54' TO A POINT;
62. THENCE S86°03'12"E A DISTANCE OF 17.36' TO A POINT;
63. THENCE S31°22'23"E A DISTANCE OF 16.39' TO A POINT;
64. THENCE S60°00'25"E A DISTANCE OF 19.72' TO A POINT;
65. THENCE S70°50'10"E A DISTANCE OF 15.19' TO A POINT;
66. THENCE S74°41'36"E A DISTANCE OF 22.25' TO A POINT;
67. THENCE S34°17'35"E A DISTANCE OF 31.99' TO A POINT;
68. THENCE S31°02'22"E A DISTANCE OF 18.76' TO A POINT;
69. THENCE S43°29'31"E A DISTANCE OF 19.01' TO A POINT;
70. THENCE S48°24'13"E A DISTANCE OF 16.62' TO A POINT;
71. THENCE S57°05'42"E A DISTANCE OF 27.15' TO A POINT;
72. THENCE S28°19'13"E A DISTANCE OF 36.11' TO A POINT;
73. THENCE S69°46'34"E A DISTANCE OF 11.41' TO A POINT;
74. THENCE S40°27'10"E A DISTANCE OF 17.94' TO A POINT;
75. THENCE S31°06'03"E A DISTANCE OF 7.30' TO A POINT;
76. THENCE S77°35'54"E A DISTANCE OF 8.49' TO A POINT;
77. THENCE S70°26'37"E A DISTANCE OF 10.88' TO A POINT;
78. THENCE S83°52'25"E A DISTANCE OF 13.13' TO A POINT;
79. THENCE N81°19'43"E A DISTANCE OF 10.32' TO A POINT;
80. THENCE S44°31'30"E A DISTANCE OF 28.31' TO A POINT;
81. THENCE S59°52'24"E A DISTANCE OF 19.39' TO A POINT;
82. THENCE S56°32'57"E A DISTANCE OF 25.29' TO A POINT;
83. THENCE S34°26'47"E A DISTANCE OF 13.32' TO A POINT;
84. THENCE S68°33'43"E A DISTANCE OF 38.08' TO A POINT;
85. THENCE S51°23'36"E A DISTANCE OF 17.69' TO A POINT;
86. THENCE S52°33'18"E A DISTANCE OF 20.01' TO A POINT;
87. THENCE N81°26'28"E A DISTANCE OF 20.67' TO A POINT;
88. THENCE N75°01'02"E A DISTANCE OF 20.79' TO A POINT;

THENCE S43°29'56"E A DISTANCE OF 64.52' TO A 5/8" REBAR SET; THENCE N57°20'02"E A DISTANCE OF 332.13' TO A 5/8" REBAR SET; THENCE N57°19'39"E A DISTANCE OF 148.29' TO A 5/8" REBAR SET; THENCE S87°13'44"E A DISTANCE OF 12.37' TO A 5/8" REBAR SET; THENCE N42°07'38"E A DISTANCE OF 107.06' TO A 5/8" REBAR SET; THENCE S87°15'13"E A DISTANCE OF 135.31' TO A 1-1/2" OPEN TOP PIPE FOUND; THENCE S00°16'27"W A DISTANCE OF 1363.75' TO A ROCK AND THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINING 69.41 ACRES MORE OR LESS.

PHASE 3

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 269 & 272 OF THE 25TH DISTRICT OF THE 2ND SECTION OF GILMER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR SET AT THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE IN AN EASTERLY DIRECTION SOUTHERLY ALONG THE RIGHT-OF-WAY OF

DOLL MOUNTAIN ROAD 3438.55' TO A 5/8" REBAR SET AND THE TRUE POINT OF BEGINNING; THENCE S32°52'08"E A DISTANCE OF 771.20' A 5/8" REBAR SET; THENCE S34°24'06"W A DISTANCE OF 27.84' TO A POINT; THENCE ALONG THE CENTERLINE OF AN UNNAMED BRANCH THE FOLLOWING (46) COURSES:

1. THENCE S41°31'17"W A DISTANCE OF 16.76' TO A POINT
2. THENCE S54°41'46"W A DISTANCE OF 21.58' TO A POINT
3. THENCE S16°02'01"W A DISTANCE OF 10.71' TO A POINT
4. THENCE S44°42'32"E A DISTANCE OF 16.98' TO A POINT;
5. THENCE S43°22'48"W A DISTANCE OF 17.62' TO A POINT
6. THENCE S28°57'43"W A DISTANCE OF 22.47' TO A POINT
7. THENCE S34°50'28"W A DISTANCE OF 24.20' TO A POINT
8. THENCE S41°29'29"W A DISTANCE OF 25.50' TO A POINT
9. THENCE S52°21'04"W A DISTANCE OF 15.30' TO A POINT
10. THENCE S40°33'47"W A DISTANCE OF 9.97' TO A POINT
11. THENCE S69°44'22"W A DISTANCE OF 20.20' TO A POINT
12. THENCE S31°46'31"W A DISTANCE OF 47.95' TO A POINT
13. THENCE S28°43'06"W A DISTANCE OF 16.00' TO A POINT;
14. THENCE S23°43'54"W A DISTANCE OF 12.72' TO A POINT
15. THENCE S26°14'07"W A DISTANCE OF 38.69' TO A POINT
16. THENCE S18°59'11"W A DISTANCE OF 28.70' TO A POINT
17. THENCE S06°36'54"E A DISTANCE OF 32.77' TO A POINT;
18. THENCE S12°14'38"E A DISTANCE OF 22.74' TO A POINT;
19. THENCE S40°29'42"E A DISTANCE OF 9.29' TO A POINT;
20. THENCE S22°51'07"W A DISTANCE OF 10.59' TO A POINT;
21. THENCE S33°44'09"E A DISTANCE OF 14.68' TO A POINT;
22. THENCE S34°04'14"W A DISTANCE OF 3.89' TO A POINT;
23. THENCE S05°15'01"W A DISTANCE OF 17.04' TO A POINT
24. THENCE S14°10'37"E A DISTANCE OF 17.69' TO A POINT
25. THENCE S05°09'46"E A DISTANCE OF 16.71' TO A POINT
26. THENCE S17°52'10"E A DISTANCE OF 13.77' TO A POINT
27. THENCE S22°56'48"E A DISTANCE OF 47.06' TO A POINT
28. THENCE S48°59'55"E A DISTANCE OF 25.93' TO A POINT
29. THENCE S20°11'06"E A DISTANCE OF 24.47' TO A POINT
30. THENCE S12°39'35"E A DISTANCE OF 20.67' TO A POINT
31. THENCE S10°03'54"E A DISTANCE OF 32.20' TO A POINT
32. THENCE S18°55'17"E A DISTANCE OF 21.78' TO A POINT;
33. THENCE S30°09'00"E A DISTANCE OF 24.33' TO A POINT
34. THENCE S29°08'08"E A DISTANCE OF 26.89' TO A POINT
35. THENCE S31°31'58"E A DISTANCE OF 16.40' TO A POINT
36. THENCE S08°49'03"E A DISTANCE OF 15.86' TO A POINT
37. THENCE S22°08'13"E A DISTANCE OF 17.25' TO A POINT
38. THENCE S20°38'57"E A DISTANCE OF 31.55' TO A POINT;
39. THENCE S20°26'20"E A DISTANCE OF 44.65' TO A POINT
40. THENCE S59°04'32"E A DISTANCE OF 14.19' TO A POINT
41. THENCE S73°04'34"E A DISTANCE OF 16.52' TO A POINT;
42. THENCE S46°13'50"E A DISTANCE OF 19.40' TO A POINT
43. THENCE S49°45'01"E A DISTANCE OF 19.81' TO A POINT
44. THENCE S39°35'07"E A DISTANCE OF 15.33' TO A POINT
45. THENCE S28°56'22"E A DISTANCE OF 13.95' TO A POINT
46. THENCE S10°30'35"E A DISTANCE OF 24.98' TO A POINT IN THE CENTERLINE OF HARRIS CREEK;

THENCE ALONG THE CENTERLINE OF HARRIS CREEK THE FOLLOWING (16) COURSES:

1. THENCE S64°29'55"W A DISTANCE OF 24.52' TO A POINT;
2. THENCE S49°51'43"W A DISTANCE OF 76.45' TO A POINT;
3. THENCE S26°27'40"W A DISTANCE OF 18.85' TO A POINT;
4. THENCE S46°49'04"W A DISTANCE OF 24.80' TO A POINT;

5. THENCE S39°11'31"W A DISTANCE OF 53.66' TO A POINT;
6. THENCE S38°53'01"W A DISTANCE OF 31.30' TO A POINT;
7. THENCE S39°19'21"W A DISTANCE OF 41.33' TO A POINT;
8. THENCE S21°01'43"W A DISTANCE OF 41.00' TO A POINT;
9. THENCE S14°38'40"W A DISTANCE OF 32.87' TO A POINT;
10. THENCE S01°24'12"E A DISTANCE OF 40.10' TO A POINT;
11. THENCE S06°47'10"W A DISTANCE OF 51.28' TO A POINT;
12. THENCE S11°03'36"W A DISTANCE OF 54.63' TO A POINT;
13. THENCE S24°11'57"W A DISTANCE OF 22.74' TO A POINT;
14. THENCE S00°13'50"W A DISTANCE OF 37.83' TO A POINT;
15. THENCE S01°38'27"W A DISTANCE OF 31.36' TO A POINT;
16. THENCE S17°37'51"E A DISTANCE OF 17.53' TO A POINT;

THENCE N58°36'53"W A DISTANCE OF 644.58' TO A 1-1/2" TEE IRON FOUND;
 THENCE N17°56'29"W A DISTANCE OF 262.15' TO A 1-1/2" TEE IRON FOUND;
 THENCE N58°35'51"W A DISTANCE OF 760.41' TO A 1-1/2" TEE IRON FOUND;
 THENCE N00°12'54"W A DISTANCE OF 250.17' TO A POINT; THENCE
 N53°46'40"E A DISTANCE OF 470.01' TO A POINT; THENCE N15°09'08"E A
 DISTANCE OF 474.99' TO A POINT; THENCE N37°37'05"E A DISTANCE OF
 287.02' TO A POINT ON RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD; THENCE
 ALONG THE RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD S42°32'23"E A
 DISTANCE OF 162.89' TO A POINT; THENCE WITH A CURVE TURNING TO THE
 LEFT WITH AN ARC LENGTH OF 286.50', WITH A RADIUS OF 240.98', WITH A
 CHORD BEARING OF S76°29'48"E, WITH A CHORD LENGTH 269.93' TO A 5/8"
 REBAR SET AND THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

BEGINNING AT A 5/8" REBAR SET AT THE WESTERLY RIGHT-OF-WAY OF
 GEORGIA HIGHWAY #382 (100' RIGHT-OF-WAY) AND THE SOUTHERLY
 RIGHT-OF-WAY OF DOLL MOUNTAIN ROAD (100' RIGHT-OF-WAY) THENCE
 IN AN EASTERLY DIRECTION ALONG THE RIGHT-OF-WAY OF DOLL
 MOUNTAIN ROAD 3438.55' TO A 5/8" REBAR SET; THENCE S13°02'40"W A
 DISTANCE OF 936.54' A 1-1/2" OPEN TOP PIPE FOUND AND THE TRUE POINT
 OF BEGINNING; THENCE S08°08'19"E A DISTANCE OF 209.86' TO A 1-1/2"
 OPEN TOP PIPE FOUND; THENCE N73°07'44"W A DISTANCE OF 424.00' TO A 1-
 1/2" OPEN TOP PIPE FOUND; THENCE N05°26'07"W A DISTANCE OF 211.40' TO
 A 1-1/2" OPEN TOP PIPE FOUND; THENCE S72°23'04"E A DISTANCE OF 415.56'
 TO A 1-1/2" OPEN TOP PIPE FOUND AND THE TRUE POINT OF BEGINNING.
 SAID PARCEL OF LAND CONTAINS 38.92 ACRES OF LAND, MORE OR LESS.

PHASE 9, TRACTS 9A, 9C and 9D

All that tract or parcel of land lying and being in Land Lot 273 of the 25th District, 2nd
 Section of Gilmer County, Georgia, and being more particularly described as Tracts 9A,
 9C and 9D, as shown on plat of survey prepared for RLF Tranquility Properties, LLC, by
 Mark E. Chastain, ORLS #2718, dated February 3, 2015 and recorded in Plat Book 58,
 Page 122, Gilmer County, Georgia Records. Said parcel of land, being the sum of these
 three tracts, contains 34.56 acres, more or less. Said plat is incorporated herein by
 reference for a more complete legal description.

(all the above hereinafter referred to as "the Property").

WHEREAS, the undersigned desires to enhance the value and provide the
 uniform development of the Property; and this Declaration shall be applicable to the
 entire tract of property referenced above, and/or any conveyances from OWNER herein,
 regardless of whether such conveyance document references this Declaration, and shall
 be effective as to all of the property herein described and/or any conveyances, as of the
 date of filing of record of this Declaration;

WHEREAS, to accomplish that purpose OWNER does hereby subject the
 property to the following Declaration of Covenants, Conditions and Restrictions (the
 "Declaration"); and

NOW THEREFORE, the OWNER hereby declares that the Property be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants and restrictions (the "Restrictions"). The covenants and restrictions set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of OWNER, its successors and assigns, to wit;

The uses of the Property shall be restricted by residential zoning requirements provided by Gilmer County, Georgia.

No Commercial animal operations of any kind shall be permitted on the Property.

No farm animals shall be allowed on the Property, with the exception of horses, which shall be limited to one (1) horse per five (5) acres of land, and subject to the governing rules of Gilmer County, Georgia.

No mobile or manufactured homes shall be permitted on the Property. Recreational Vehicles shall be permitted on the Property, but shall not be occupied for more than sixty (60) cumulative days in a calendar year, and of these sixty (60) days, not more than fifteen (15) days consecutively. Said use of a recreational vehicle on the Property shall be governed and subject to the zoning regulations of Gilmer County, Georgia.

No dumping, accumulating or burning trash on the Property.

Any tanks for water, liquid propane gas or other fuels, or any other liquids shall be buried in accordance with local, state and federal regulations. Mobile tanks mounted to trailers or equipment shall be allowed.

There shall be either a 25' or a 100' building setback, as provided for and shown on Exhibit "A" attached hereto and incorporated herein by reference. Regardless of said setback requirements created herein and shown on Exhibit "A", fences shall be allowed along the property line, and shall be in accordance with and subject to Gilmer County, Georgia zoning and building regulations.

The use of firearms on the Property is prohibited. The term "firearms" includes, without limitation, "BB" guns, pellet guns, and small firearms of all types.

The property within the either 25' or 100' setback (the 25' setback hereinafter referred to individually as the "25' Setback Property", and together with the 100' setback referred to as the "Setback Property") shall be subject to the following covenants, conditions and restrictions:

EROSION CONTROL. Any violation of any governmental law, rule, or regulation governing erosion and sedimentation shall be a violation of this Declaration. No land disturbance which may create erosion or sedimentation shall be undertaken.

TREES. No tree shall be removed from any Setback Property unless such tree is damaged or diseased or could cause damage to other trees located within the setback.

SIGNS. No sign whatsoever (including but not limited to commercial and similar signs) shall be installed, altered or maintained on the Setback Property, except signs marking private property and no trespassing restrictions and such signs as may be required by legal proceedings. "For Rent" signs are prohibited.

ANTENNAE, ETC. No exterior television or radio antennae or satellite dish or receiver or solar equipment of any sort shall be placed, allowed or maintained upon any portion of the Setback Property, except that one eighteen inch (18") or smaller receiver may be placed. No antennae shall be installed or used for the purpose of transmitting of electronic signals.

WATER, FUEL, AND OTHER STORAGE TANKS. Any storage tanks for water, liquid propane gas or any other home fuels must be buried underground in compliance with any and all environmental regulations.

MAINTENANCE. Owner shall keep and maintain the Setback Property owned by him in good condition and repair.

VEHICLES, RECREATIONAL VEHICLES AND TRAILERS. The term vehicles shall include without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans, limousines, and automobiles. No vehicle may be left upon any portion of the Setback Property if it is unlicensed or if it is in a condition that it is incapable of being operated upon the public highways. No trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on the Setback Property on a permanent basis, but shall be allowed on a temporary basis not to exceed twelve (12) consecutive hours. (The intent of this provision is that the aforementioned recreational vehicles may not be stored on the Setback Property and the temporary removal of such vehicle from the Setback Property to break the continuity of the twelve (12) consecutive hours shall not be sufficient to establish compliance with this restriction.)

ANIMALS. No animals, including birds, insects and reptiles, may be kept on the Setback Property unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No animals shall be kept, bred or maintained for any commercial purpose.

OCCUPANTS BOUND. All covenants and restrictions contained herein which prohibit actions of Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

UNSIGHTLY OR UNKEMPT CONDITIONS. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken upon the Setback Property.

GUNS. The use of firearms on the Setback Property is prohibited. The term "firearms" includes, without limitation, "BB" guns, pellet guns, and small firearms of all types.

UTILITY LINES. No overhead utility lines, including lines for cable television, shall be permitted, except for temporary lines as required during construction.

ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS. No artificial vegetation shall be permitted on the exterior of the Setback Property.

ENERGY CONSERVATION EQUIPMENT. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed.

BUILDINGS AND SIMILAR STRUCTURES. No structure of a temporary or permanent nature shall be erected or allowed to remain on the Setback Property, and no trailer, camper, shack, tent, garage, barn or other structure may be used as a residence, either temporarily or permanently.

SOLID WASTE.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on the Setback Property.

(b) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on the Setback Property.

DRIVEWAY. An access drive shall be allowed over and within the 25' Setback Property.

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

RIGHT OF ENFORCEMENT. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) Owner so long as it owns any portion of the Property; or (ii) Tranquility at Carter's Lake Owner's Association, Inc., a Georgia non-profit corporation (the "Association").

RIGHT OF ABATEMENT.

(a) Except where different notice provisions are provided elsewhere herein, in the event of a violation or breach of any Restriction contained in this Declaration, the Association or Owner shall give written notice by certified mail to the violating property owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such a violation or breach. If such property owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association or Owner shall have the Right of Abatement.

(b) The Right of Abatement means the right of the Association and Owner, through their agents and employees, to enter at all reasonable times upon any portion of the Property as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the violating property owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this paragraph, and with the cost thereof, including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lower of highest rate permitted by Law or 18%.

SPECIFIC PERFORMANCE. Nothing contained in this Declaration shall be deemed to affect or limit the rights of Owner or the Association to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

[Signatures on following pages.]

IN WITNESS WHEREOF, OWNER has caused this Declaration to be duly executed and sealed the day and year herein stated.

This 8th day of September, 2015

Deb Bruno
Witness

RLF TRANQUILITY PROPERTIES, LLC
by: COASTAL TIMBER PARTNERS,
LLC, its Manager

Susan Jend
Notary Public

[Signature] (Seal)
By: Karin M. Patsch, Authorized Representative



EXHIBIT 3

