

1. ACKNOWLEDGMENTS: All of the parties make the following acknowledgements of the requirements of the Elbert County Land Development Standards Code of Ordinances § 36-10 and of their intent and efforts to comply with these requirements:

a) The security checkpoint gate shall be set back a minimum of fifty (50') feet from Georgia Highway 368, County Road 231 (a/k/a Montevideo Road) or any other public right-of-way.

b) The security checkpoint gate shall be a width equal the required road width, plus the width of any utility easements present, but in no case shall the width be less than thirty (30') feet. The placement and width of the gate will be approved by the county code enforcement officer.

c) The security checkpoint gate as proposed and installed will not restrict access to any public right-of-way or publicly owned property.

d) The private road and gate as proposed and installed in Savannah Landings Subdivision will not: (1) unreasonably impede the logical future development of public roads in the vicinity of Savannah Landings Subdivision or (2) unreasonably restrict any previously established pedestrian access.

e) The parties acknowledge that there is a cemetery of significant historical importance located on the property. The roads that are being built in the subdivision may be used for access to the cemetery. The parties further acknowledge and agree that access to the cemetery will be made available to the interested public from dawn to dusk, and that this gated community will not unreasonably restrict public access to sites of culture, historical, or natural significance.

f) All roads and streets in the gated community are private rights of way, and are not public rights of way, and all owners of lots in the gated community are responsible for the development and maintenance of roads and streets within the gated community, and Elbert County, Georgia shall have no duty or obligation to accept the dedication of such roads or streets, and shall have no responsibility for the maintenance of such roads or streets.

g) The Owner / Developer has demonstrated to the county compliance officer that adequate provisions for construction and maintenance of the private roads and streets has been made as evidenced by a letter of acknowledgement from the First Citizens Bank in Hart County, Georgia, confirming that adequate credit and financing is available for the construction of the roads and maintenance for the first year.

h) After the first year, the maintenance of the roads and streets will be the responsibility of the landowners association, and such maintenance will be financed by fees paid to the association.

i) The Owner / Developer has further demonstrated an adequate strategy for necessary access as evidenced in the plat of survey.

2. EMERGENCY VEHICLE ACCESS: The gates at the entrance of the subdivision community will be an electric powered single arm gate opened with a magnetic strip card and/or numerical touch pad. Each resident and property owner will be given a magnetic strip card and assigned a number. To ensure emergency access for law enforcement, fire department, emergency medical, and other emergency services, the Owner / Developer will assign one (1) number to be used by all County emergency service agencies. The number will be given to each County emergency service agency to be posted in a conspicuous place. The number will also be given to the E-911 central dispatch service so that in the event of a 911 emergency, central dispatch can relay the entrance code to a responding emergency vehicle.

3. NON-EMERGENCY VEHICLE ACCESS: The Owner / Developer also acknowledges that it will be necessary to provide access for non-emergency vehicles such as mail delivery, commercial parcel delivery, utilities, tax assessor, and other service vehicles. The Owner / Developer will assign one (1) number to be used by all non-emergency service access. The number will be given to the post master, electric service provider, and any other frequent service provider. Also, each resident will be able to give the number to such service providers that may require access.

4. RELEASE AND INDEMNIFICATION: Evergreen Resources Ltd., Inc., Savannah Landings Landowners Association, LP, and any general partner, limited partner, landowner, executor, administrator, successor, and assign releases and forever discharges ELBERT COUNTY, a political subdivision of the State of Georgia, its departments, agents, and employees from any and every claim, demand, right or cause of action, of whatever kind or nature, arising from the creation, development, and use of the aforementioned gated community.

Evergreen Resources Ltd., Inc., Savannah Landings Landowners Association, LP, and any general partner, limited partner, landowner, executor, administrator, successor, agrees to indemnify and hold harmless the said ELBERT COUNTY, a political subdivision of the State of Georgia, its departments, agents, and employees against all claims of any and every nature brought as a result of the creation, development, and use of the aforementioned gated community and/or any claim filed against Elbert County by any third party resulting from an act of omission or commission arising from the creation, development, and use of the gated community.

5. ADDITIONAL PROPERTY: All parties acknowledge that additional adjacent or contiguous property acquired by the Owner / Developer that can be developed by connection to the private roads and streets can be incorporated into this gated community without further declarations provided that it is understood that any additions will be subject to these declarations and must be in compliance with the Elbert County Land Development Standards Code of Ordinances § 36-10 and any other law, ordinance or regulation then in effect.

6. INCORPORATION BY REFERENCE: These declarations, including the acknowledgments, covenants, and the indemnifications and releases of Paragraph 4 above, are incorporated into each deed of conveyance by reference, and the acceptance of any deed includes the condition of being bound by such acknowledgments, covenants, indemnifications, and releases.

Furthermore, each deed of conveyance for each lot in the gated community shall contain a clause or covenant as substantially similar to the following: "Grantee acknowledges the Release and Indemnification provisions in that certain Declaration of Gated Community dated August ____, 2007, recorded in Deed Book ____, at Pages _____, Elbert County, Georgia Records, which by reference is incorporated herein, and Grantee further acknowledges that said Release and Indemnification provision is a covenant running with the land and shall bind subsequent transferees or assignees of lots in the gated community, and Grantee agrees to be bound by said Release and Indemnification provisions."

IN WITNESS WHEREOF, the undersigned have signed their and affixed their seals this the 31st day of July, 2007.

EVERGREEN RESOURCES, LTD., INC.

BY: Ryan R. Faulkenberry, PRES.
Ryan R. Faulkenberry, Its President
and Authorized Agent

SAVANNAH LANDINGS
LANDOWNERS ASSOCIATION, LP

BY: Ryan R. Faulkenberry, PRES.
Ryan R. Faulkenberry, Its President
and Authorized Agent

Approved By:

Patrick Hopp
Patrick Hopp, County Code Enforcement Officer

Bob Thomas
Bob Thomas, County Manager

Signed, sealed and delivered
in the presence of:

A. Chris Raloff
Witness

Notary Public, Elbert County, Ga.
[NOTARY SEAL AFFIXED]
My Commission Exp. 4/16/2009

SEAL AFFIXED