



Sworn and Subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 2012

Park Sterling Bank

*Joseph A. Vaughn*

Witness

*Kerry Rogers*

Notary Public

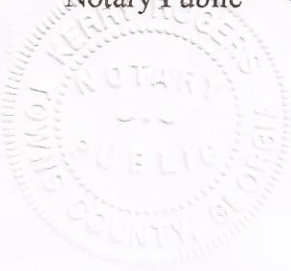
*[Signature]*

By:

*Julie Byrne*

Attest:

(Seal)



Sworn and Subscribed before me  
this 8th day of December, 2012

Oakridge Mountain Community Association, Inc.

*Joseph Richards*

Witness

*Elizabeth McVey*

Notary Public

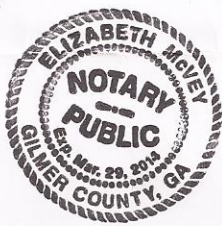
*[Signature]*

President

*Denise [Signature]*

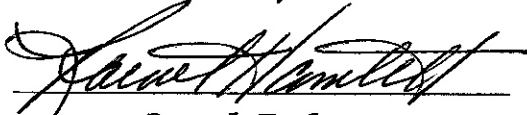
Treasurer

(Seal)

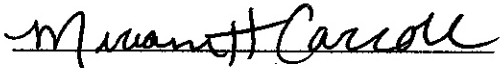




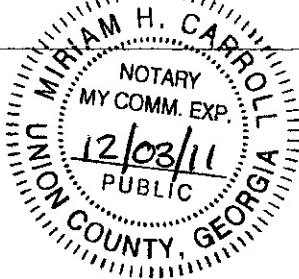
Sworn and Subscribed before me  
this 2 day of Sept, 2011



Witness -Raenel Hamlett



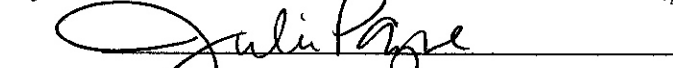
Notary Public -Miriam H. Carroll



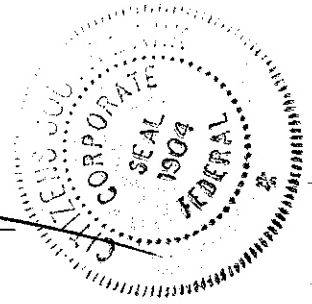
Citizens South Bank



By: Tony C. Dyer, A.V.P.



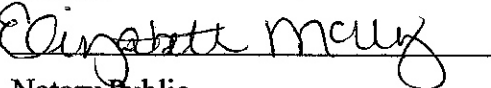
Attest: (Seal)



Sworn and Subscribed before me  
this 1<sup>st</sup> day of October, 2011



Witness



Notary Public



Oakridge Mountain Community Association, Inc.

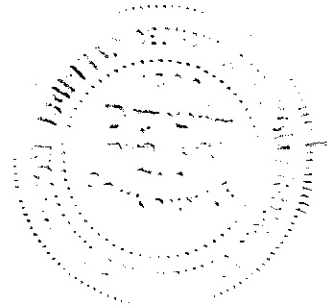


President



Treasurer

(Seal)



Return to:  
Nancy Cochran Maddox  
Attorney at Law, P.C.  
489 Highland Crossing, Suite 202  
East Ellijay, GA 30540  
706-276-3707 706-276-3717(fax)

STATE OF GEORGIA

COUNTY OF GILMER

Please Cross Reference to: Deed Book 1591 page 316  
Deed Book 1425 page 500  
Deed Book 645 page 426

**OAK RIDGE MOUNTAIN COMMUNITY**  
**ANNEXATION AGREEMENT**

This Agreement is made and entered into this 3<sup>rd</sup> day of March, 2010 by and between NEW HORIZONS BANK (hereinafter "NHB"), and OAKRIDGE MOUNTAIN COMMUNITY ASSOCIATION, INC. F/K/A OAKRIDGE MOUNTAIN COMMUNITY HOMEOWNER'S ASSOCIATION, INC. (hereinafter "ORMC ASSN"), and is made for the purposes of refining and defining the respective obligations of the parties one to another relative to a certain annexation of OAKRIDGE MOUNTAIN COMMUNITY PHASE III F/K/A OAK CREEK SUBDIVISION (hereinafter "ORMC Phase III), a description of which is attached hereto and incorporated herein by reference thereto as Exhibit "A", which is currently owned by NHB and to become a part of OAKRIDGE MOUNTAIN COMMUNITY subdivision, and the parties agree as follows:

1.

The parties hereto stipulate and agree that access to OAKRIDGE MOUNTAIN COMMUNITY PHASE III F/K/A OAK CREEK SUBDIVISION will be accomplished by traversing Oak Ridge Road and thereafter crossing a certain easement owned by the NHB across the lot known as Lot 30 of OAKRIDGE MOUNTAIN COMMUNITY. Should any other action on the part of the NHB be necessary to obtain clarification or ownership of this easement, improvement of the easement, paving of the easement, or any other action, it shall be the sole responsibility of the NHB to take such action. The parties agree that there will be no other access through OAK RIDGE MOUNTAIN COMMUNITY to the ORMC Phase III other than that described in this paragraph.

2.

It is stipulated and agreed by and between the parties that ORMC PHASE III once annexed into OAKRIDGE MOUNTAIN COMMUNITY SUBDIVISION shall be subject to the same homeowner's association fees, covenants and by laws as is the OAKRIDGE MOUNTAIN COMMUNITY SUBDIVISION, and by the signing and execution hereof the NHB hereby subjects the property described in Exhibit "A" attached hereto to the covenants and by-laws of OAKRIDGE MOUNTAIN COMMUNITY SUBDIVISION and hereby adopts said covenants and by-laws of OAKRIDGE MOUNTAIN COMMUNITY SUBDIVISION as the covenants and by laws of ORMC PHASE III. NHB and ORMC ASSN agree that ORMC PHASE III shall be entitled to all benefits and burdened by all requirements set forth in said covenants dated February 10, 1999 and recorded February 17, 1999 in Deed Book 645, page 426, Gilmer County Georgia Deed Records, as further supplemented and/or amended. ORMC ASSN also agrees that the enforcement of the said covenants and by laws shall become the responsibility of the ORMC ASSN for each of the lots within ORMC PHASE III that are transferred from the ownership of NHB. It is further stipulated and agreed that all of the lot owners of ORMC PHASE III transferred from the ownership of NHB shall be entitled to all of the rights and privileges, including the right to vote on property association matters and issues in accordance with the ORMC ASSN covenants and by laws. It is also agreed by and between the parties that, at such time as 10 (ten) of the NHB's lots have been sold, the NHB will pay full property owner association dues (hereinafter "Annual Dues") to the ORMC ASSN for each lot then owned by NHB. After 10 (ten) of the NHB lots have been sold, if NHB owns any lot in ORMC PHASE III and has fully paid any applicable Annual Dues, the NHB shall be entitled to cast one (1) vote for each lot owned by the NHB in accordance with the ORMC ASSN covenants and by laws.

3.

It is further stipulated and agreed that until NHB, as owner of ORMC PHASE III, has sold 10 (ten) of NHB's lots, the NHB will pay to ORMC ASSN a yearly road usage fee estimated to be TWO HUNDRED AND FIFTY DOLLARS (\$250.00) per lot per year (hereinafter "Road Usage Fee"), representing Seventy-Eight percent (78%) of the Annual Dues paid by Owners within OAKRIDGE MOUNTAIN COMMUNITY. It is stipulated and agreed that the fee mentioned herein shall be subject to increase based upon the annual homeowner's association budget process, and further that each lot and/or lot owner in the ORMC PHASE III shall be subject to road repair assessments, road maintenance assessments, road improvement assessments, and other special assessments in the same manner that they may be assessed to members of the OAKRIDGE MOUNTAIN COMMUNITY

Homeowner's Association, and shall be subject to the same rules and regulations as other members of the ORMC ASSN. NHB's Road Usage Fee shall at no time be greater than Seventy-Eight percent (78%) of the Annual Dues paid by Owners within OAKRIDGE MOUNTAIN COMMUNITY. Road usage fees shall first be due and payable in advance on April 1, 2010 and shall continue thereafter on a yearly basis until NHB has sold 10 (ten) Lots as stipulated above. It is further stipulated and agreed that until NHB, as owner of ORMC PHASE III, has sold 10 (ten) of NHB's lots, the NHB will be responsible for mowing, landscaping and road maintenance in a manner consistent with the rest of the Oak Ridge Mountain Community subdivision. After NHB, as owner of ORMC PHASE III, has sold 10 (ten) of NHB's lots, ORMC ASSN shall assume such responsibility for mowing, landscaping and road maintenance.

4.

It is agreed by and between the parties that the NHB shall not create any further easements allowing for further expansion of the ORMC PHASE III beyond the development of the initial fourteen (14) lots within ORMC PHASE III, and the NHB agrees that any existing easements allowing for further expansion of the ORMC PHASE III shall not occur.

5.

In order to preserve the condition of the roads within OAK RIDGE MOUNTAIN COMMUNITY, it is covenanted and agreed that ORMC PHASE III shall be subject to road repair assessments, road maintenance assessments, road improvement assessments, and other special assessments in the same manner that they may be assessed to all other members of the ORMC ASSN, and shall be subject to the same rules and regulations as other members of the ORMC ASSN, including but not limited to New Construction or Improvement Impact Fees and Damage Deposits.

6.

It is specifically agreed by and between the parties that the NHB will be solely responsible for the development and installation and maintenance of the water system for ORMC PHASE III. Further it is acknowledged by and between the parties that the NHB has contracted with COMMUNITY SERVICES, INC. relative to the creation of the water system for ORMC PHASE III, and that ultimately COMMUNITY SERVICES, INC. will have a proprietary interest in the water system of ORMC PHASE III. Further it is acknowledged and agreed that any such water system created by the NHB and/or COMMUNITY SERVICES, INC. will meet all State and Federal requirements for water systems in the State of Georgia. NHB agrees that ORMC Phase III lots will

be subject to a water system agreement (hereinafter "Phase III Water System Agreement"), created by NHB, that places the ORMC Phase III water facilities and maintenance oversight responsibility upon a separate committee and / or organization made up exclusively of ORMC Phase III lot owners. This committee would work with COMMUNITY SERVICES, INC., or any other water system maintainer or provider, and make all decisions pertaining to the ORMC Phase III water system. Notwithstanding the covenants and by-laws of the ORMC ASSN, it is specifically agreed by and between the parties that the ORMC ASSN, shall have no liability now or in the future for any aspect of the water system for ORMC PHASE III.

7.

It is agreed that any improvements, including but not limited to, signage, which would be installed by the NHB at the entrance of ORMC PHASE III or within ORMC PHASE III, whether of a permanent or temporary nature, must be consistent with the architectural standards of OAKRIDGE MOUNTAIN COMMUNITY, and shall be reviewed by any architectural review committee of the ORMC ASSN prior to being erected or installed.

8.

It is further agreed by and between the parties that the NHB shall be responsible for all costs associated for the drafting and execution of this Oak Ridge Mountain Community Annexation Agreement and the Phase III Water Agreement as well as any other legal costs incurred by NHB, including the filing fee with the Clerk of the Superior Court of Gilmer County for the filing of documents, such as the Oak Ridge Mountain Community Annexation Agreement and the Phase III Water Agreement.

9.

If any provision of this Annexation Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Annexation Agreement shall in no way be affected or impaired thereby, so long as the remaining provisions of this Annexation Agreement still express the original intent of the parties. If the original intent of the parties cannot be preserved, this Agreement shall either be renegotiated or terminated.



10.

It is stipulated and agreed that this Agreement constitutes the entirety of the agreement between the parties and may not be modified except in writing signed and dated by both of the parties hereto. The undersigned ORMC ASSN does hereby attest that this agreement has been presented, ratified and approved by the membership and property owners of OAKRIDGE MOUNTAIN COMMUNITY in accordance with the By-Laws and Covenants of Oakridge Mountain Community. The parties also attest and represent that this Annexation Agreement shall supercede and replace the previous Annexation Agreement dated June 9, 2007 between Laurel Ridge Enterprises, LLC and Oakridge Mountain Community Homeowner's Association, Inc. recorded in Deed Book 1425 page 500 – 504, Gilmer County, Georgia Deed Records. Said previous Annexation Agreement having been extinguished by the foreclosure of the Deed to Secure Debt held by NHB recorded prior to the previous Annexation Agreement.

11.

It is specifically acknowledged and agreed by and between the parties that this Agreement shall inure to the benefit of the successors and assigns of either party.

12.

NHB agrees to provide information pertaining to the ORMC ASSN, Covenants and By-Laws to potential buyers within ORMC Phase III. Further, NHB will provide information regarding the water system within ORMC PHASE III and the Phase III Water Agreement to all potential purchasers of property within ORMC PHASE III, before the sale of said property.

WITNESS our hand and seals the day and year first above written.

Sworn and Subscribed before me  
this 3rd day of March, 2010.

Mark Holder

Witness

Mary Sue Stiles

Notary Public

New Horizons Bank

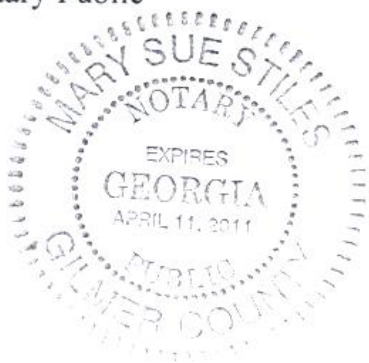
Dan Boehm EVP/CEO

By:

Kent W. Lopez CEO

Attest:

(Seal)



Sworn and Subscribed before me  
this 3rd day of March, 2010.

Mark Holden  
Witness  
Mary Sue Stiles  
Notary Public



Oakridge Mountain Community  
Association, Inc f/k/a Oakridge Mountain  
Community Homeowners Association, Inc.,  
President of the Board of Directors

[Signature]  
President  
Dennis Parris  
Secretary (Seal)

**EXHIBIT "A"**

**TO**

**THE OAK RIDGE MOUNTAIN COMMUNITY**

**ANNEXATION AGREEMENT**

All that tract or parcel of land lying and being in Land Lot 50, 11<sup>th</sup> District, 2<sup>nd</sup> Section of Gilmer County, Georgia and being Lots 1,2,3,4,5,6,7,8,9,10,11,12,13 and 14 of OAKCREEK Subdivision as shown on plat of survey prepared by Tony Q. Kirby, GRLS #2988, as recorded in Plat Book 50 page 151, Gilmer County Georgia records to which reference is hereby made for a more complete and accurate legal description.

Also including all portions of the following property not already described above:

All that tract or parcel of land lying and being in Land Lot 50, 11<sup>th</sup> District, 2<sup>nd</sup> Section of Gilmer County, Georgia, designated as Tract 2, consisting of 17.782 acres, more or less, as shown on plat of survey by Tony Q. Kirby, GRLS No. 2988, recorded in Plat Book 47, Pages 118-119, Gilmer County, Georgia Records, to which plat reference is hereby made for a more complete and accurate legal description.