

Upon recording, please return to:

Edward P. Hudson
Hudson Law Offices, LLC
1921 Whittlesey Road, Suite 110
Columbus, GA 31904

Cross reference:
Deed Book 1024, Page 524

Deed Doc: COVE
Recorded 12/04/2008 04:27PM

STATE OF GEORGIA
COUNTY OF HARRIS

STACY K. HARALSON
Clerk Superior Court, HARRIS SUPERIOR COURT
Bk 01059 Pg 0566-0568

**NOTICE OF
COMMUNITY ENHANCEMENT FEE**

THIS NOTICE OF COMMUNITY ENHANCEMENT FEE is made by Callaway Gardens Resort, Inc., a Georgia corporation ("Founder").

WITNESSETH

WHEREAS, the Community Covenant for Callaway Resort was recorded on December 3, 2003, in Deed Book 702, Page 415, *et seq.*, in the Office of the Clerk of Superior Court of Harris County, Georgia (the "Original Covenant"); and

WHEREAS, the Original Covenant was amended, restated, replaced, and superceded by the Amended and Restated Community Covenant for Callaway Resort, which was recorded on March 28, 2008 in Deed Book 1024, Page 524, *et seq.*, in the Office of the Clerk of Superior Court of Harris County, Georgia (the "Restated Covenant"); and

WHEREAS, pursuant to Section 2.2(b) of the Restated Covenant, except with respect to conveyances deemed exempt, each transferring Owner of a Residential Unit within Callaway Community (as such capitalized terms are defined in the Restated Covenant) shall be obligated to pay a community enhancement fee ("Community Enhancement Fee"), one-half of which shall be paid to the Callaway Community Council, Inc. (the "Community Council") and one-half of which shall be paid to the Ida Cason Callaway Foundation, Inc. (the "Foundation"), upon the transfer of title of such Residential Unit; and

WHEREAS, the Founder desires to place further notice in the Office of the Clerk of Superior Court of Harris County, Georgia of the requirement that the Community Enhancement Fee be paid to the Community Council and the Foundation, respectively, by the transferring Owner of a Residential Unit in accordance with the Restated Covenant;

NOW, THEREFORE, the Founder hereby records this Notice of Community Enhancement Fee, notifying each transferring Owner of a Residential Unit within the Callaway Community of the obligation to pay the Community Enhancement Fee pursuant to, and in accordance with, the Restated Covenant. Each Residential Unit within the Callaway Community shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to Section 2.2(b) of the Restated Covenant, as it may be

amended, which obligates each transferring Owner of a Residential Unit to pay the Community Enhancement Fee to the Community Council and to the Foundation, unless the Residential Unit conveyance is deemed exempt. The obligation to pay the Community Enhancement Fee, and all other provisions of the Restated Covenant, shall run with the title to each Residential Unit now or hereafter made subject to the Restated Covenant and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

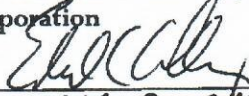
A Community Enhancement Fee shall be due and payable at the closing of each transfer of title to a Residential Unit. If not paid at closing, the amount due shall remain as the personal obligation of the transferring Owner, and the Community Council and the Foundation, respectively, each shall have a lien against any such transferred Residential Unit to secure payment of the Community Enhancement Fee, which lien shall include the same costs and have the same priority as provided in Section 2.2(d) of the Restated Covenant. The Community Council and the Foundation may enforce their respective liens and the personal obligation to pay the Community Enhancement Fee by suit, judgment, and foreclosure (subject to Georgia law) in the manner provided in the Restated Covenant.

This Notice of Community Enhancement Fee is intended as a statement of the obligations created under the Restated Covenant. In the event of any conflict between this Notice of Community Enhancement Fee and the Restated Covenant, the Restated Covenant shall be controlling.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS of the foregoing, Callaway Gardens Resort, Inc., a Georgia corporation, has executed this NOTICE OF COMMUNITY ENHANCEMENT FEE this 20TH day of NOVEMBER, 2008.

CALLAWAY GARDENS RESORT, INC., a Georgia corporation

By: 
Name: ED WARD C. CALLAWAY
Its: CHAIRMAN - CEO

Signed, sealed, and delivered this 20 day of November, 2008 in the presence of:


WITNESS


NOTARY PUBLIC

Notary Public, Harris County, Georgia
My Commission Expires May 17, 2012

5793 01/Council Docs/Notice of Community Percent Transfer Fee/CLEAN/092608/rkg

