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CLERK OF SUPERIOR COURT
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CINDY MASON
Clerk Superior Court, Columbia County
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CINDY MASON, CLERK

Return to:
Roy D. Tritt
Warlick, Tritt, Stebbins & Hall, LLP
119 Davis Road, Suite 1-F
Martinez, GA 30907

**DECLARATION OF RULES, REGULATIONS, BYLAWS AND
COVENANTS AND RESTRICTIONS PERTAINING TO
SUMTER LANDING PROPERTY OWNERS' ASSOCIATION, INC.**

THIS DECLARATION, made this 4th day of February, 2005, by Sumter Landing Associates, LLC ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and intends to develop thereon 54 Lots thereon to be known as "Sumter Landing";

WHEREAS, Declarant desires to provide for the maintenance of the common area built in Sumter Landing; and

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Georgia a nonprofit corporation, Sumter Landing Property Owners' Association, Inc., for the purpose of exercising the functions aforesaid and which are hereinafter more fully set forth;

NOW, THEREFORE, Declarant declares that the real property described on Exhibit "A" attached hereto and made a part hereof by reference, be subjected to this declaration, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter referred to as the "Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Additional Property" shall mean other property owned or acquired by Developer contiguous to the Property upon which lots may be developed.

(b) "Association" shall mean and refer to Sumter Landing Property Owners' Association, Inc.

(c) "Common Properties" shall mean and refer to those areas which are deeded to the Association for the use and benefit of its Members. All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, residents and their guests.

(d) "Sumter Landing" shall mean and refer to the lots on the property in Columbia County, Georgia, described in Exhibit "A" hereof and the Common Properties.

(e) "Declarant" shall mean Sumter Landing Associates, LLC, its successors and/or assigns.

(f) "Declaration" shall mean and refer to this Declaration of Rules, Regulations, Bylaws, Covenants and Restrictions pertaining to Sumter Landing Property Owners' Association, Inc.

(g) "Declaration of Rights, Restrictions, Etc." shall mean and refer to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Sumter Landing which has been filed for record of even date herewith.

(h) "Lot" shall mean and refer to any subdivided parcel of land within the Property and shown on a Recorded plat on which has been constructed a single family detached dwelling or which if unimproved is intended for use as a site for a single family detached dwelling.

(i) "Member" shall mean and refer to all those Owners as defined in Article I Section (j).

(j) "Owner" shall mean and refer to the Owner (including Declarant) as shown by the real estate records in the Office of the Clerk of Superior Court of Columbia County, Georgia, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot located within Sumter Landing but notwithstanding any applicable theory of mortgage or deed to secure debt, its successors or assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; the term "Owner" shall not mean or refer to any lessee or tenant of an Owner.

(k) "Property", unless the context shall otherwise require, shall mean and refer to that tract or parcel of land described on Exhibit "A", together with all improvements thereon, and to any land which may in the future be subjected to this Declaration.

(l) "Recorded" means recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia.

(m) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association.

(n) Pronouns and relative words as used in the singular herein, shall, when appropriate, be construed to read as if written in the plural, and the pronouns and relative words used in the masculine herein shall, when appropriate, be construed to read as if written in the feminine or neuter, respectively.

ARTICLE II

PLAN OF DEVELOPMENT

The Property shall contain up to 54 Lots and the Additional Property. A plat of the general area and location of other improvements on the property and the dimensions of the lots on Exhibit "A" will be filed of record prior to the conveyance of the first lot to the purchaser thereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership.

Every person who is the record Owner of a fee simple or undivided fee simple interest in any lot that is subject to this Declaration may become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, and ownership of a

lot shall be the sole qualification for such membership. The foregoing is not intended to include mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, regardless of whether title to a lot is vested in more than one Owner, there shall be no more than one membership or one vote per lot.

2. Voting Rights.

The Association shall have two types of regular voting membership:

Type "A": Type "A" Members shall be all Owners, except the Declarant so long as it is a Type "B" Member.

Type "B": Type "B" Member shall be the Declarant. The Type "B" Member shall be entitled to the same number of votes as are cumulatively held from time to time by all Type "A" Members plus one vote. The Declarant shall continue as a Type "B" Member until February 4, 2012, or such earlier time as it might, in its sole discretion, elect to relinquish such membership. At such time as the Declarant ceases to be a Type "B" Member, it shall be a Type "A" Member if it is an Owner.

Each lot shall be entitled to one vote to be cast by the Owner who is a Member. When any lot is owned by two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or any other manner of joint or common ownership, or, if two or

more persons or entities have the same fiduciary relationship respecting the same property, or, if property is owned by a corporation, then such Owners shall file with the Secretary of the Association an instrument in writing signed by all such Owners designating one Owner (or in the case of a corporation, one of its officers) to be the Member and to cast the vote which is attributable to such lot.

The principles of this section shall apply, insofar as possible, to execution of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.³

Governing Body.

The Association shall be governed by a Board of Directors consisting of three (3), five (5) or seven (7) Members. Subject to the provisions of Article III, Section 6, the election of the Board of Directors shall be by the Members as provided in the By-Laws. Initially, the Board of Directors shall consist of three (3) Members, with the number in the subsequent years to be determined by the Members of the Board of Directors as provided for in the Bylaws of the Association.

The Board of Directors shall elect a President, Vice President, Secretary/Treasurer and such other officers as the Board may determine are necessary to manage the day-to-day affairs of the Association.

Election of the Board of Directors shall be by the Members as provided in the Bylaws.

4. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association.

The quorum required for any action which is subject to a vote of the members at a meeting of the Association shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast fifty percent (50%) of the total vote of the membership shall constitute a quorum. In the event the required quorum is not present at any such meeting, a second meeting may be called, subject to the giving of proper notice, and the presence of twenty-five percent (25%) of the total vote of the membership shall constitute a quorum for such second meeting. Such second meeting must be held within sixty (60) days of the first meeting when the required quorum was not present. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements for such "duly called meeting" which may be established by the By-Laws of the Association. For the purpose of this section, "proper notice" shall be deemed to be notice given to each Member not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

5. Proxies.

All members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

6. Control by Declarant.

NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION, OR IN THE BY-LAWS OF THE ASSOCIATION, Declarant hereby retains the right to appoint and remove any member or Members of the Board of Directors of the Association and any officer or officers of the Association until such time as the first of the following events shall have occurred: (i) the expiration of seven (7) years from the date of the recording of this Declaration; (ii) the sale of every Lot owned by Declarant, or (iii) the surrender of such right by Declarant evidenced by an express amendment hereto recorded in the public Records. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association, such right shall automatically pass to the Owners including Declarant if Declarant then owns one or more lots and a special meeting of the Association shall be called at such time. At such special meeting the Members shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and

Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.

ARTICLE IV

COVENANT FOR ASESSEMENTS

1. Creation of the Lien and Personal Obligations of Assessments.

The Declarant covenants, and each Owner, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) regular annual assessments or charges; and (2) special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular annual assessment and special assessments together with such interest thereon and cost of collection therefore as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the owner of such real property at the time when th assessment first became due and payable . In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

2. Purpose of Regular Annual Assessment.

The regular annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, repair, enhancement, enlargement and operation of the Common Properties, and to provide services which the Association is authorized to provide.

3. Annual Assessments

The Board of Directors of the Association shall set an annual assessment to be paid by all Owners in the subdivision on a per Lot basis. The annual assessment shall be for the calendar year and shall be due and payable by January 1st of each year. The initial annual assessment is \$365.00 per year. Assessment shall not be due or payable by the Declarant or the builders purchasing Lots from the Declarant. The annual assessment shall be prorated upon the sale by a builder to a homeowner and collected at closing.

4. Special Assessments.

The Board of Directors of the Association may levy special assessments against Lots for the repair, replacement or maintenance of any improvements located on the Common Properties to the extent other funds of the Association are insufficient.

In the event any Owner shall fail to fulfill his obligations under this Declaration or under the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Sumter Landing, and the Association shall fulfill any of such obligations for such Owner, the Association shall be entitled to specially assess such Owner, without the requirement of a vote,

for all costs incurred by the Association in performing such service.

5. Special Assessment for Additions. In addition to the annual regular assessments authorized by Section 3 hereof, the Association may levy special assessments for the following purposes:

(a) Construction of capital improvements and additions upon the Common Properties including the necessary fixtures and personal property related thereto;

(b) To provide for the necessary facilities and equipment to offer the services authorized herein;

(c) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

Before any special assessment is levied by the Association, it must receive the assent of a majority of the votes of the Members responding to a Referendum. In mailing out the ballot for the Referendum the Association shall include in the material one statement from those Directors favoring the special assessment and one statement from the Directors opposing the special assessment (if any), containing the reasons for those Directors' support and opposition for the assessment. Neither statement shall exceed five (5) pages in length.

Such special assessment(s) in any one year may not exceed a sum equal to the amount of the regular annual assessment for such year except for emergency or repairs required as a result of storm, fire, flood, wind, natural disaster or other casualty loss.

6. Reserve Funds.

The Association may establish reserve funds from its assessments to be held in reserve in an interest-bearing account or investments as a reserve for (a) major rehabilitation, major repairs, or major maintenance; and (b) for emergency and other repairs required as a result of storm, flood, wind, natural disaster or other casualty loss.

7. Certificate of Payment.

The Association shall upon demand at any time furnish to any Member liable for any special assessment, a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence against all but the Member of payment of any assessment therein stated to have been paid.

8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

If any special assessment is not paid by an Owner on or before its past-due date, then such assessment shall become delinquent, shall bear interest from the past due date until paid at the rate of the lesser of (i) fifteen percent (15%) per annum, or (ii) the highest rate permitted by law, and shall automatically and immediately (together with interest thereon as provided herein and all costs of collection, including attorney's fees) become a charge and continuing lien on the Lot, against which each such delinquent assessment is made, in the hands of the then Owner, his

heirs, devisees, personal representatives, Tenant, successors and assigns.

If the assessment is not paid within thirty (30) days after the past-due date, the Association may, at its election, bring an action to foreclose its lien on the property or bring an action at law against the Owner personally. If a delinquent assessment is put in the hands of an attorney-at-law for collection, there shall be added to the amount of such assessment all costs of collection, including, but not limited to, fifteen percent (15%) of the amount of the delinquent assessment and all interest thereon as reasonable attorney's fees.

9. Subordination of the Lien to Deeds to Secure Debt.

The lien of the assessments provide for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereafter placed upon any Lot which, except for such lien for assessments, would constitute a first lien on the Lot. Sums collected by foreclosure of such mortgage or deed to secure debt shall be applied first to the indebtedness secured thereby and all costs of collection, and second to past due assessments, interest thereon and costs of collection.

10. Annual Statements.

The President, Treasurer or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any

creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$250.00. Such officer shall furnish to each Member of the Association who may request, in writing, a copy of such statement within thirty (30) days after receipt of such a request. Such copy may be furnished to the Member either in person or by mail. So long as the Declarant appoints the Board of Directors, the Officers shall not be obligated to provide annual statements as required herein

11. Annual budget.

The Board of Directors shall prepare and make available to all Members at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times. So long as the Declarant appoints the Board of Directors, the Officers shall not be obligated to provide an annual budget as required herein

ARTICLE V

FUNCTIONS OF ASSOCIATION

1. Ownership and Maintenance of Common Properties.

The Association shall be authorized to own and maintain the Common Properties. The Association shall pay any ad valorem taxes on the Common Properties.

2. Required Services.

It shall be the duty of the Association to impose and collect such dues, assessments and other charges as it may deem necessary, and to landscape and maintain the lighting, sprinkler systems and beautification of all entrances, swimming pool and pavilion area, and other Common Areas in Sumter Landing subdivision. In addition, the Association shall also repair and maintain all entrance walls and entrance lighting of said subdivision located within the Property. The Association may, in its discretion, have the additional duty of requiring all Lot owners to maintain their property in accordance with the standards set forth herein.

3. Other Services.

The Association shall be authorized but not required to provide the following services:

- (a) Cleanup of trash, litter and any other unsightly or hazardous conditions around Common Properties with the Properties and also around or along all roads, roadways, roadway medians, parkways, and all other public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;
- (b) Landscaping of roads and parkways and any Common Properties;
- (c) Lighting of Common Properties;

(d) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;

(e) To take any and all actions necessary to enforce all covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties;

(f) To elect members to the Architectural Control Committee at such time as the Association is designated by the Declarant to elect such Members;

(g) To conduct recreation, sport, craft, and cultural programs of interest to Members, their children, and guests;

(h) To construct improvements on Common Properties for use for any of the purposes or as may be required to provide the services as authorized in this Article;

(i) To provide administrative services including but not limited to: legal, accounting and financial, and communication services informing Members of activities, notice of meeting, Referendums, etc., incident to the above listed services, and,

(j) To provide liability and hazard insurance covering improvements and activities on the Common Properties.

4. Pledge of Revenues.

The Board of Directors of the Association shall have the power and authority to borrow funds for the benefit of the Association in performing its authorized functions and to pledge the revenues of the Association as security of such loans.

ARTICLE VI

GENERAL PROVISIONS1. Term of Declaration.

All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Declarant and persons claiming under it specifically including but not limited to, its successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration after which time, all said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. There shall be no renewal or extension of the term of this Declaration if, prior to the expiration of the initial twenty (20) year period or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by a majority of the then Owners of the Property has been recorded, agreeing to terminate this Declaration upon

the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

2. Amendments.

Declarant specifically reserves the right to amend this Declaration, or any portion hereof, of its own motion without the consent of any other Owners, for so long as Declarant owns at least one (1) lot in Sumter Landing or the Additional Properties which are or may become part of Sumter Landing. In all other instances, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3rds) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the members as set forth above, the president and secretary of the association shall execute an addendum to this Declaration is approved by the members as set forth above, the president and secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be prior to the date on which such addendum is recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at a meeting of the members, the total number oaf votes

necessary to adopt the amendment, the total number of votes cast in favor of the amendment, the total number of votes cast against the amendment. Such addendum shall be recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia. Notwithstanding any provision herein to the contrary, this Declaration shall not be amended without the express written consent of Declarant until Declarant's rights under Section 6 of the Article III have expired.

3. Enforcement.

Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person, persons, or entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages against the land and to enforce any lien created by these covenants. Failure by the Association or any Member of the Declarant to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

4. Notices.

Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent and notice thereby given when personally delivered or when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one of two or more co-owners or co-tenants of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the

secretary of the Association, in writing, of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed, shall be deemed to have been given notice if notice was given to his predecessor in title.

5. Severability.

Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court of other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

6. Interpretation.

The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given the interpretation or construction that will best accomplish the consummation of the general plan of this Declaration.

7. Authorized Action.

All actions which the Association is allowed or required to take under this instrument and all approvals or disapprovals which the Association is authorized to make shall be authorized

actions of the Association only if approved by the majority of Members of the Board of Directors of the Association present at a duly held meeting of such Board of Directors, unless the terms of this Declaration provide otherwise.

8. Limited Liability.

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association contemplated under this Declaration or the Declaration of Rights, Restrictions, Etc., neither Declarant nor the Association, nor any director or officer thereof, shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld or any act of Declarant.

9. Termination of Association.

In the event that this Declaration is declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VI, Section 1, all of the Common Properties owned by the Association at

such time shall be transferred to a Trustee appointed by the Superior Court of Columbia County, Georgia, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within Sumter Landing as set forth below:

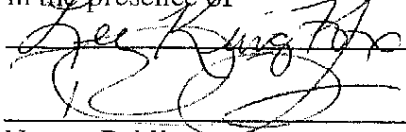
(a) Each lot shall be subject to an annual assessment which shall be paid by the Owner of such Lot to the Trustee. The amount of such annual assessment and its due date shall be determined solely by the Trustee.

(b) Any past-due annual assessment together with interest thereon at the rate of fifteen percent (15%) per annum from the due date and all costs of collection including fifteen percent (15%) of the assessment and interest thereon as reasonable attorney's fees, shall be a personal obligation of the Owner at the time the annual assessments become past due, and it shall also constitute and become a charge and continuing lien on the Lot against which the assessment has been made in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

(c) The Trustee shall be required to use the funds collected as annual assessments for the maintenance, repair and upkeep of the Common Properties. The Trustee may charge as part of the cost of such functions the reasonable value of his services in carrying out the duties herein provided. The Trustee shall not have the obligation to provide for maintenance, repair and upkeep of the Common Properties once the funds provided by the annual assessment have been exhausted.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its
duly authorized member the day and year first above written.

Signed, sealed and delivered
in the presence of



Notary Public
Richmond County, Georgia

Sumter-Landing Associates, LLC

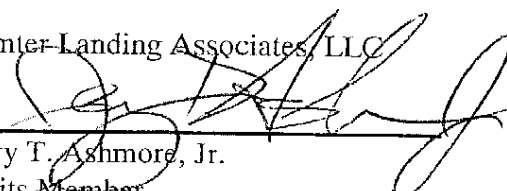
By 
Jerry T. Ashmore, Jr.
As its Member



EXHIBIT "A"

All that tract or parcel of land, with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Lots 1-20 & Lot 62 Block A, Lots 1-4 & Lots 61-67 Block B, and Lot 1 & Lots 26-45 Block C, and Lot 18, Block D, as shown on a plat dated November 4, 2004, entitled, "SUMTER LANDING, Section One", prepared by James G. Swift & Associates for Sumter Landing Associates, LLC and recorded in the Office of the Clerk of Superior Court for Columbia County, Georgia in Plat Cabinet E, Slide 112, Number 1-5 with reference being made to said plat for a more accurate description of the metes, bounds, location and distances of the property described herein.