

FILED IN OFFICE
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SUPERIOR COURT OF PICKENS COUNTY, GA
9/11/2026 2:33 PM
2026SUCV0326

IN THE SUPERIOR COURT OF PICKENS COUNTY
STATE OF GEORGIA

BIG CANOE PROPERTY OWNERS'
ASSOCIATION, INC.

Plaintiffs,

v.

BIG CANOE COMPANY LLC,
BIG CANOE HOLDINGS GROUP LLC

Defendants,

Civil Action File No.
2026SUCV0326

**PLAINTIFF’S RESPONSE TO DEFENDANTS’ BRIEF IN SUPPORT OF THEIR
MOTION TO DISMISS**

This litigation stems upon the signatory of an Annexation Agreement (“Agreement”) and a co-defendant seeking to avoid the regulations set forth therein. The Agreement sets out interdependent rights, clear timeframes, and conditions which plainly contemplate governance of the scheme of development for the entire subject parcel well past the expired twenty-year annexation period. The Movants’ arguments misstate and or omit material terms in the Agreement, and their reasoning defeats the overall intention of the document whose goal was to create and preserve a uniform scheme of development. The Movants’ interpretation creates an unpredictable scheme of development which benefits the Defendants and denigrates the unity of the parcel subject to the Agreement and the Big Canoe development. The plain language of the Agreement and equity prevents Defendants’ maneuvering, and at most suggests that questions of fact exist. Therefore, Defendants’ Motion to Dismiss must be denied.

STATEMENT OF FACTS.

On or about May 2, 2001, Plaintiff, Defendant Big Canoe–Company LLC (“Defendant BC-C”), and Waterford Mountain Properties L.P. entered into the Agreement. (Plaintiff’s First Amended

Complaint (“Complaint”) ¶ 6.) The Agreement concerned approximately three hundred (300) acres of land (the “Waterford Property”) located adjacent to the development known as Big Canoe. (*Id.*) The Agreement was recorded in the land records of Pickens County at Book 411 Pages 167-185. (Complaint ¶ 7.)

The Agreement contains a density provision which states that “[t]he Waterford Property will have a total density limitation of 160 Residential Lots.” (Agreement ¶ 2. [Emphasis added.]) That density provision makes no reference to the annexation of the properties into the Big Canoe development. (*Id.*) The density provision does not state that it is inapplicable if any portions of the Waterford Property were not annexed into the Big Canoe development. (*Id.*) The density provision does not contain an expiration date. (*Id.*)

The Agreement also contains an annexation provision. That provision provides that the Waterford Property “may be annexed” into the Big Canoe development (Agreement ¶ 3.) The annexation provision divides the Waterford Property into five tracts. (*Id.*) Those tracts had deadlines “to be annexed by” various dates. (*Id.*) The Agreement “represents the entire Agreement between the parties regarding the annexation of the Waterford Property.” (Agreement ¶ 17.) Waterford exercised these contractual annexation rights on more than one occasion, commencing the scheme of development clearly contemplated by the Agreement; including density controls, architectural design requirements among other requirements which, by a plain reading, created a duration in perpetuity. It is without question that the Plaintiff and the purchasers of those lots relied upon future compliance with these requirements. (Complaint ¶ 11.) The present action seeks a Court decree to ensure those vested rights and expectations are honored.

The Agreement is clearly binding on the Defendants. The Agreement provides Defendant BC-C with the right of first refusal for any future sale of all or part of the Waterford Property. (Agreement

¶ 6.) In the event Defendant BC-C “waive[d] its right of first refusal and the property is sold ... to a third party, said third party shall be subject to the terms and conditions of th[e] Agreement.” (*Id.*) The Agreement expressly states that it “is binding upon the parties hereto, their respective successors and assigns.” (Agreement ¶ 14.) The Agreement expressly states that it “shall be recorded in the land records of Pickens County, Georgia and shall run with and be binding upon the Waterford Property.” (Agreement ¶ 16.) Finally, the Agreement “may not be rescinded, modified, or amended ... except by an instrument in writing signed by the parties [t]hereto.” (Agreement ¶ 17.)

On April 9, 2025, Waterford Mountain Properties, L.P. transferred title of the non-annexed portions of the Waterford Property to Defendant Big Canoe Holdings Group LLC (“Defendant BC-HG”) via Limited Warranty Deed. (Complaint ¶ 15.) Evidently, Defendant BC-C chose not to exercise its right of first refusal. After that purchase, a road was cleared and gravel was laid, thus suggesting imminent development without adherence to the Agreement intensified. Litigation commenced as a result.

ARGUMENT AND CITATION TO AUTHORITY.

I. Standard of Review.

Plaintiff’s Complaint seeks injunctive relief and declaratory judgment. Both counts seek the same goal – the enforcement of a legally binding and dully recorded Agreement. Defendants’ *Brief in Support of Their Motion to Dismiss* (“Brief”) makes no mention of the elements which must be proven in either count. The reason is because they cannot disprove those elements.

To obtain declaratory judgment “the plaintiff must show facts or circumstances whereby it is in a position of uncertainty or insecurity because of a dispute and of having to take some future action which is properly incident to its alleged right, and which future action without direction from the court

might reasonably jeopardize its interest.” (*Perdue v. Barron*, 367 Ga. App. 157, 163, 885 S.E.2d 210, 216 (2023)(citing *Oconee Fed. S&L Assn. v. Brown*, 351 Ga. App. 561, 566 (2) (a), 831 S.E.2d 222 (2019)). The execution and existence of the Agreement is unquestionable. Plaintiff’s ability to enforce the density and annexation provisions contained in that Agreement are clear and based upon the plain language of the Agreement, yet the Defendants’ refusal to respect those terms and their assertion of a contrary interpretation of the Agreement necessitated the filing of this action. Defendants seek the dismissal of both claims pursuant to O.C.G.A. § 9-11-12(b)(6) for failure to state a claim upon which relief can be granted. Their request should be denied.

A motion to dismiss under O.C.G.A. § 9-11-12(b)(6) may be sustained only when both of the following conditions are satisfied: (1) the allegations of the complaint disclose with certainty that the claimant would not be entitled to relief under any state of provable facts asserted in support thereof; and (2) the movant establishes that the claimant could not possibly introduce evidence within the framework of the complaint sufficient to warrant a grant of the relief sought. *Lyle v. Fulcrum Loan Holdings*, 354 Ga. App. 742, 841 (2020). Georgia requires only notice pleading, and pleadings are construed liberally in favor of the plaintiff. *Campbell v. Ailion*, 338 Ga. App. 384-85 (2016). All doubts must be resolved in the plaintiff’s favor. *Norman v. Xytex Corp.*, 310 Ga. 127, 131 (2020). As set forth below, the Defendants’ Motion must be denied as their arguments are contrary to the clear terms of the Agreement. The Motion must also be denied as their arguments are in part based upon matters outside the pleadings.

II. Standard Governing Restrictions on Land.

Defendants’ discussion of the standards governing the restriction of land is not a complete statement of the law. That statement misses a crucial aspect which is that parties are free to contract as to an owner’s use of property and, in which case, the manifest intention of the parties to such

restrictions must be given effect. (*Deck, Inc. v. Noe*, 222 Ga. 189, 191, 149 S.E.2d 68, 70 (1966) (citing *Mitchell v. Denson*, 211 Ga. 345, 86 S.E.2d 101; *Voyles v. Knight*, 220 Ga. 305, 306, 138 S.E.2d 565.)) The intentions set forth in the Agreement are clear, unambiguous, and outlined below.

III. The Agreement Did Not Expire; the Ability to Annex Waterford Property Into Big Canoe Did.

Defendants first argue that the annexation period was permissive and has expired. From that premise, they contend that the Agreement is no longer effective, does not presently prohibit annexation of the Waterford Property, and imposes density requirements only if the property was annexed into the Big Canoe Development. For the reasons set forth below, that interpretation is incorrect.

As to the Agreement being permissive, while the annexation provision provided that “[t]he Waterford Property may be annexed,” the annexation provision also provided that certain areas had “to be annexed by” certain dates. (Agreement ¶ 3.) Securing annexation by those dates was a condition precedent to annexation itself. When a deadline is presented and a party fails to meet that deadline, the effect remains and the opportunity is lost. This is especially true when the contract in question specifies that time is of the essence, like the Agreement does. (Agreement ¶ 17.)

Defendants next attempt to argue that annexation has not expired due to Defendant BC-C’s general annexation rights provided in Big Canoe’s General Declaration. However, a simple timeline of the facts and a plain reading of the Agreement show that the Waterford Property is clearly carved out of Defendant BC-C’s general annexation rights. Those general rights were granted prior to the execution of the Agreement and thus such “general” rights were superseded by the Agreement. See *All States AG Parts, LLC v. Herzig*, 374 Ga. App. 389, 393, 913 S.E.2d 26, 30 (2025) (Holding that when a new agreement is entered concerning the same subject as a prior agreement, that prior agreement is discharged so long as the subject matter is the same, the terms are inconsistent, and the

new agreement contains a merger clause.) The Agreement is abundantly clear that it “represents the entire Agreement between the parties regarding the annexation of the Waterford Property” and that “[a]ll other understandings and agreements, ... are merged herein and superseded by this Agreement.” (Agreement ¶ 17.) When the dates set out by the Agreement for the tracts of the Waterford Property “to be annexed by” expired, Defendant BC-C’s ability to annex the Waterford Property did too. (Agreement ¶¶ 3, 17.)

Lastly, Defendant BC-HG purchased the Waterford Property subject to the terms of the Agreement. (See Agreement ¶ 6: “if BCC waives its right of first refusal and the property is sold ... to a third party, said third party shall be subject to the terms and conditions of this Agreement.”) The Agreement does not grant Defendant BC-HG the ability to annex the Waterford Property and even if it had provided them with the ability to do so, such a right has expired. (See Agreement generally.)

Defendants’ contention that the Agreement, including its density requirements, are no longer effective is likewise contradicted by the plain terms of the Agreement. The Agreement imposes a density limitation on the entire “Waterford Property,” not merely on portions timely annexed into Big Canoe. Agreement Paragraph 2, titled “Development Density,” provides that “[t]he Waterford Property will have a total density limitation of 160 Residential Lots as defined in the General Declaration.” [Emphasis added.] In contrast, other provisions expressly apply only to “annexed portions of the Waterford Property.” (See Agreement ¶¶ 5, 7, 8, 9.) Thus, the Agreement’s clear language establishes that the density limitation remains binding on the Waterford Property in perpetuity. Despite this language, Defendants refers in its Brief to the “post-annexation density development limitations for unannexed tracts” (Brief P.7). They likewise argue that the density provisions “came into play if (and only after) a tract was annexed during that 20-year period” (*Id.* at 6.) These terms are absent from the four corners of the Agreement. Had the parties intended the

limitation to apply only to timely annexed property, they could have said so; they did not and they cannot, nor can the Court, re-write the Agreement to allow Defendants to escape the requirement.

Defendants ironically rely on the case of *SPI Holdco, LLC v. Mookerji*, 361 Ga. App. 449 (2021), and the doctrine of *expressio unius est exclusio alterius*, meaning that “the express mention of one thing implies the exclusion of another.” Not only are the facts of *Mookerji* factually distinguishable, and its reasoning further illustrates that the doctrine does not apply here. The stand-alone density provision expressly applies to the “Waterford Property”, which is defined as the entire approximately 300- acre tract. The Agreement then has discrete requirements that apply specifically to “annexed portions” of that property. Unlike in *Mookerji*, these terms are not in conflict with one another and do not require an election of one or the other. In order for the Court to honor the Defendants’ request to “exclude” the density requirement from the unannexed portions, it would require the Court to disregard the express language of the density provision, which it cannot do.

This Agreement was intended as a continuing obligation as further reiterated by the Agreement expressly stating that it “is binding upon the parties hereto, their respective successors and assigns,” is to “run with and be binding upon the Waterford Property,” and cannot be “rescinded, modified, or amended” absent a writing signed by the parties thereto. (Agreement ¶¶ 14, 16, 17.) Under Georgia rules of Contract construction, the Court is bound by the plain and unambiguous language found in the agreement leaving no room for the Defendants in this case to ask the Court: to hold the Agreement has expired, to change the density requirements to only annexed property, or hold that they may annex the Waterford Property based upon a prior declaration which was clearly superseded by the signing of the Agreement thereafter. See *Wilbanks v. Mai*, 232 Ga. App. 198, 199, 501 S.E.2d 513 (1998) “[when] words in [a] contract are plain and obvious, they must be given their literal meaning and no new terms can be inserted;” see also, *Ga. Farm Bureau Mut. Ins. Co. v. Smith*,

298 Ga. 716, 719, 784 S.E.2d 422 (2016) “[w]here the contractual language is explicit and unambiguous, the court's job is simply to apply the terms of the contract as written[.]” (Further citation and punctuation omitted.) Lastly, the Agreement intended for third parties to be bound by the Agreement which states that if “the property is sold ... to a third party, said third party shall be subject to the terms and conditions of this Agreement.” (Agreement ¶ 6.) The evergreen and all-encompassing nature of the Agreement is clear on its face.

The Agreement by its plain terms shows there is no ability to annex the Waterford Property now and shows that density restrictions remain. Maxims of real estate interpretation are thus not required here, and the Court need not, and cannot, construe the Agreement to provide limiting provisions that are not present in the text of the Agreement itself. Defendants’ Motion should therefore be denied as it is inapposite to the plain text of the Agreement.

IV. The Agreement is Not a Covenant as Admitted by the Defendants, Further, the Provisions Therein Do Not Limit Use.

The Defendants concede that the Agreement is not a covenant. (See Brief P.8 “if the Court were to construe the Annexation Agreement as a restrictive covenant (which is denied).” [Emphasis added.] As a result, O.C.G.A. § 44-5-60(b) does not apply.

The Defendants’ claim that O.C.G.A. §44-5-60(b) is applicable in cities and counties which have enacted zoning laws. The Defendants’ reliance on an ordinance not referenced in the Complaint brings the argument outside the purview of a motion to dismiss. Even if the Court were to consider matters outside the pleadings, such as the suggested ordinance, it has not been tendered in an admissible form. Judicial notice of an ordinance cannot be taken. (See *Leger v. Ken Edwards Enters, Inc.*, 223 Ga. 536 (1967)). Nor does the Defendant tender a certified copy of the same in accordance with O.C.G.A. §24-221 and §24-9-920.

Further, the Defendants cite to no case law to support an argument that the Agreement, and the annexation and density restrictions therein, would be subject to the restrictions of O.C.G.A. § 44-5-60(b). In addition, even if the Agreement was construed as a covenant (the parties agree it is not) that restricts the use of land (it does not), O.C.G.A. § 44-5-60(b) would still not apply as to the density requirement as that provision incorporates by reference the General Declaration of Big Canoe which contains an automatic renewal provision. Under Georgia law, covenants which would otherwise expire under O.C.G.A. § 44-5-60(b) do not expire if the covenant contains an automatic renewal provision. See *Turtle Cove Prop. Owner's Ass'n, Inc. v. Jasper Cnty.*, 255 Ga. App. 560, 561, 566 S.E.2d 368, 369 (2002). The General Declaration of Big Canoe, which is a recorded agreement¹, contains an automatic renewal provision at Article IX, Section 1. The density provision expressly references the General Declaration. (Agreement ¶ 2.) Lastly, even if the Agreement is deemed a covenant and is deemed legally insufficient, for reasons discussed below, it may still be enforced for reasons of equity, reliance, and non-uniformity.

Assuming *arguendo*, the Agreement is a covenant (which neither side believes is the case) O.C.G.A. § 44-5-60(b) would not apply. The restrictions therein do not pertain to use and assuming *arguendo* the density restriction is a use provision (it is not), the provision is automatically renewed by reason of its incorporation of the General Declaration.

IV. The Agreement is Binding on Both Defendants and Equity Requires its Enforcement.

The Agreement is intended to run with title to the “Waterford Property” and is thus binding upon subsequent landowners. As shown by the plain language of the Annexation Agreement, it is not titled or styled as a “covenant.” Thus, Defendants’ discussion of *Myers*, is inapplicable.

¹ See Pickens County Records Bk. 139 Pg. 390.

Not only does the plain language of the Agreement require the dismissal of the Motion, so too do equitable principles. It is a well-established principle within this state that “[e]quity will enforce a lawful restrictive agreement concerning land against a person who takes with notice of the contract. In such a case, the person violating the agreement, though not a party to it, is a privy in conscience with the maker.” *Langenback v. Mays*, 207 Ga. 156, 158(2), 60 S.E.2d 240 (1950).

As discussed in the Complaint, Defendant BC-HG was, or should have been, aware of the Agreement, and the limitations referenced therein, prior to their purchase of the Remaining Waterford Properties. (Complaint ¶ 36.) Defendant BC-HG and Defendant BC-C, who is a signatory to the Agreement, both have the same registered agent, authorized signatory, and manager.² Furthermore, Defendant BC-C had to turn down the sale for Defendant BC-HG to be able to purchase the Waterford Property. (Agreement ¶ 6.) The Limited Warranty Deed at issue states that the land was purchased “[subject] to all ... restrictions of record insofar as the same may lawfully affect the above-described property.” (Complaint Exhibit B.) Thus, even if the Agreement’s restrictive power was in question, the purchase was still subject to the Agreement. Further, the Agreement was duly recorded, and it is well settled law that “[a] purchaser of land is charged with constructive notice of the contents of a recorded instrument within its chain of title. *VATACS Group v. HomeSide Lending*, 276 Ga.App. 386, 391(2), 623 S.E.2d 534 (2005). Last, and most damning to Defendants, the Agreement expressly states that in the event Defendant BC-C “waive[s] its right of first refusal and the property is sold ... to a third party, said third party shall be subject to the terms and conditions of this Agreement.” (Agreement ¶ 6.)

The matter at hand is akin to *Timberstone Homeowner's Ass'n, Inc. v. Summerlin*, where the State Supreme Court determined labels would not rule the day and instead held that regardless of

² The most recent annual registrations of both defendants are attached hereto as Exhibit “A.”

whether the restriction was a “covenant running with the land or an equitable servitude,” a party who has notice of an agreement affecting land it purchased should be required to honor the terms of that agreement when the other parties to the agreement have honored the terms therein. 266 Ga. 322, 323, 467 S.E.2d 330, 332 (1996).³ Defendant BC-H knew of the Agreement or was charged with constructive knowledge by way of its recording. The Agreement makes it clear that the goal was to bind third party purchasers of the Waterford Property, like Defendant BC-H. (Agreement ¶ 6.) Defendant BC-H and Defendant BC-C should not be able to feign ignorance and hide from these facts. The Agreement should be upheld. Moreover, this issue is not established by the mere pleadings as would be necessary for the Defendants to prevail on their pending Motion.

V. Prior Reliance on the Agreement Prevents Defendants’ Position.

Central to the equitable argument is the undenied reliance upon the plain language of the density provision. Nothing in the Motion speaks to this claim, as Defendants cannot reasonably dispute that individuals did not rely upon the restrictions provided in the duly recorded Agreement when purchasing homes built on the Waterford Property. The Motion is silent on the matter despite the Complaint stating that, “[s]everal individuals relied upon the density restrictions outlined in the Agreement and the understandings therein concerning the evolution of the Big Canoe Development when deciding to purchase property within the annexed portions of the Waterford neighborhood of the Big Canoe development.” (Complaint ¶ 11.) Here, Defendants are seeking to destroy those development requirements without the consent of the homeowners of annexed portions of the Waterford Property. Courts in this state have previously prohibited this behavior. (See by way of example *Licker v. Harkleroad*, 252 Ga. App. 872, 558 S.E.2d 31(2001)). In *Licker*, the Court

³ While the Court in *Summerlin* determined that the agreement in question was a restrictive covenant, the principal remains steadfast regardless of the type of agreement in question, so long as that agreement is duly recorded within the chain of title. See *VATACS Group v. HomeSide Lending*, *infra*.

prohibited a developer from amending a covenant declaration without consent of homeowners who had previously purchased homes in the development because: “the amendments not only dismantled the reliance interest of homeowners but destroyed their valuable property rights.” (*Id.* at 877.) In addition, the Court found that the development would then be improperly subject to a nonuniform application of restrictions. (*Id.* at 877.) Here, Defendants are going even farther than a simple amendment. Instead, they argue the Agreement does not apply and that the unannexed portions of the Waterford Property can be developed however they see fit as if the Agreement did not exist.

As shown herein, the Agreement is still in effect, and there are parties with legitimate interests in holding the Defendants to the terms of that Agreement. Further, a ruling to the contrary would result in non-uniform density restriction within a defined property that was, and still is, uniformly bound to said density restrictions. There is no equity in such a ruling, and the previous reliance of others on the Agreement prohibits it from occurring. Defendants’ motion should be denied.

CONCLUSION

For the reasons discussed herein, the complaint states a claim upon which relief can be granted. Defendants’ motion to dismiss should be denied as a result.

This, the 11th day of September, 2026.

WEISSMAN PC

/s/ Max S. Franco

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CERTIFICATE OF SERVICE

This is to certify that I have this date served the foregoing **PLAINTIFF'S RESPONSE TO DEFENDANTS' BRIEF IN SUPPORT OF THEIR MOTION TO DISMISS** upon all parties by filing through the Odyssey File and Serve System which will automatically send email notification of such filing to the following via email as follows:

This, the 11th day of September, 2026.

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Exhibit A

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 02/19/2026 17:09:20

BUSINESS INFORMATION

BUSINESS NAME : BIG CANOE COMPANY, LLC
CONTROL NUMBER : K733627
BUSINESS TYPE : Foreign Limited Liability Company
JURISDICTION : Georgia
ANNUAL REGISTRATION PERIOD : 2026

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 2680 Steve Tate Highway, P.O. Box 307, Marble Hill, GA, 30148, USA
REGISTERED AGENT NAME : Eileen Bruce
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REGISTERED OFFICE COUNTY : Pickens

UPDATES TO ABOVE BUSINESS INFORMATION

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AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Davis Zeigler
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Exhibit A

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

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Secretary of State

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BUSINESS INFORMATION

BUSINESS NAME : Big Canoe Holdings Group LLC
CONTROL NUMBER : 21272392
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2026

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